Jennifer Wood Mayor

J. Carlos Gomez Mayor Pro Tem

Chuck McGuire Council Member

Donald Parris
Council Member

Eugene Stump Council Member



AGENDA

CITY OF CALIFORNIA CITY CITY COUNCIL

Tuesday May 23, 2017

Special Meeting 5:00 pm Regular Meeting 6:00 pm

Council Chambers 21000 Hacienda Blvd. California City, Ca 93505

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

NOTE: Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting.

LATE COMMUNICATIONS: Following the posting of the agenda any emails, writings or documents that the public would like to submit to the council must be received by the City Clerk no later than 3pm the Monday prior to the meeting. Past that deadline citizens may bring these items directly to the meeting. Please bring 10 copies for distribution to council, staff and the public.

Agenda May 23, 2017

At this time, please take a moment to turn off your cell phones

5:00 P.M. CLOSED SESSION

CALL TO ORDER

ROLL CALL

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

ADOPT AGENDA

PUBLIC COMMENTS

Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given three minutes to speak.

CLOSED SESSION

- CS 1. Pursuant to Cal. Gov't Code §54956.9(d)(1): CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION. City of California City v. Bob Dacey Golf, Kern County Superior Court No. BCV-17-100250.
- CS 2. Pursuant to Cal. Gov't Code §54956.9(d)(1) CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION. Jeffrey A. Armstrong v. City of California City Claim No.05-09-17A

CLOSED SESSION ACTION

6:00 P.M. REGULAR MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE / INVOCATION

ROLL CALL

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

ADOPT AGENDA

CITY CLERK REPORTS / LATE COMMUNICATIONS

PRESENTATIONS

Proclamation by Russell Williams, District Director for Assemblyman Tom Lackey, 36th District: California City High School Basketball Team
Josh Mann – Waste Management

Agenda May 23, 2017

STAFF ANNOUNCEMENTS / REPORTS

Police Lt. Huizar – Department Update
Fire Chief Vincent – Department Update
Public Works Director Platt – Department Update
Finance Director O'Laughlin – Department Update

Parks and Recreation Supervisor Daverin – Department Update City Manager Weil – City Update AB 1234 – Council Updates

CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS

<u>PUBLIC BUSINESS FROM THE FLOOR</u> This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.

<u>CONSENT CALENDAR / PUBLIC COMMENT</u> All items on the consent calendar are considered routine and non-controversial and will be approved by one motion if no member of the Council, staff or public wishes to comment or ask questions.(Public comments to be limited to three minutes) Roll call vote required.

- CC 1. CITY CHECK REGISTERS dated through 05/18/2017
- CC 2. MINUTES: Meetings dated 11/8/16 and 11/22/16
- CC 3. Adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING THE OHMVR DIVISION 2017/18 GRANT YEAR APPLICATIONS FOR THE CALIFORNIA CITY OHV PROGRAM"
- CC 4. Adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY INITIATING PROCEEDINGS FOR THE ESTABLISHMENT OF THE WATER STANDBY CHARGES FOR FISCAL YEAR 2017-2018"
- **CC 5.** Parks and Recreation: Pool Cover Replacement

PUBLIC HEARING

PH 1. Aspen Mall Landscaping and Lighting District; 2017/2018 Assessments – City Manager Weil

PUBLIC HEARING PROCEDURE

- A. Mayor read the item
- B. Mayor reopen the Public Hearing open
- C. Hear staff report
- D. Council questions only
- E. Ask city clerk to report on any communication(s)
- F. Mayor call for public testimony
- G. Close Public Hearing by motion
- H. Council discussion
- I. Council motion and vote

Recommendation

Council discuss, take public comment and adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA AMENDING

Agenda May 23, 2017

AND/OR APPROVING THE ENGINEER'S REPORT FOR THE ASPEN MALL LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018" and adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE ASPEN MALL LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018"

CONTINUED BUSINESS

CB 1. Proposed Ordinance amending various sections of Title 6 Chapter 8 of the California City Municipal Code relating to Tobacco Retailer's Permit" – City Manager Weil

Recommendation

Council discuss and give first reading, by title only, of "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING VARIOUS SECTIONS OF TITLE 6 CHAPTER 8 OF THE CALIFORNIA CITY MUNICIPAL CODE RELATING TO TOBACCO RETAILER'S PERMIT"

CB 2. Medical Marijuana Consultant Contract - Round 2 - City Manager Weil

Recommendation

Council discuss, approve HdL Companies agreement and authorize City Manager Weil to sign all related documents.

NEW BUSINESS

NB 1. California City 2017 Construction Standard Details - Public Works Director Platt

Recommendation

Council discuss and approve the 2017 City of California City Standard Details.

COUNCIL AGENDA

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting, or refer an item to staff.

Councilmember McGuire Councilmember Parris Councilmember Stump Mayor Pro Tem Gomez Mayor Wood

ADJOURNMENT

AFFIDAVIT OF POSTING: This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.

Denise Hilliker, City Clerk

Page: 1 May 12, 2017 10:54AM

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/17	05/12/2017	99949	Petty Cash - Park & Recreation	Petty Cash Pecos League Su	05-11-17	900.00	900.00
Tot	tal 99949:						900.00
Gra	and Totals:					:	900.00

Summary by General Ledger Account Number

GL Accou	nt	Debit	Credit	Proof	
	10-02005 10-4561-440	.00 900.00	900.00-	900.00- 900.00	
Grand Totals:		900.00	900.00-	.00	

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: May 12, 2019
Finance Director Xaniu O'San D

Page: 1 May 17, 2017 03:21PM

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/17	05/17/2017	99950	Frontier .	Telephone ACO	040709-5 051317	25.85	25.85
То	tal 99950:						25.85
05/17	05/17/2017	99951	So California Edison Co	3-030-5465-97, 3-035-699	2-29-857-0987 051	255,23	255.23
05/17	05/17/2017	99951	So California Edison Co	Pool House	2-33-161-4651 050	547.78	547.78
То	tal 99951;					·	803.01
05/17	05/17/2017	99952	U S Bank Corporate Payment	XXX-7304 Public Works	XXXX-042517	1,642.76	1,642.76
05/17	05/17/2017	99952	U S Bank Corporate Payment	xxx-7239 1CALCITY Police	XXXX-7239 042517	580.54	580.54
05/17	05/17/2017	99952	U S Bank Corporate Payment	xxx-7254 2CALCITY Police	XXXX-7254 042517	613.92	613.92
05/17	05/17/2017	99952	U S Bank Corporate Payment	XXX-7312 Public Works	XXXX-7312 042517	4,682.39	4,682.39
05/17	05/17/2017	99952	U S Bank Corporate Payment	xxx-7490 Brenda Daverin	XXXX-7490 042517	488.73	488.73
05/17	05/17/2017	99952	U S Bank Corporate Payment	xxx-7639 3 CALCITY Fire	XXXX-7639 042517	67.97	67.97
05/17	05/17/2017	99952	U S Bank Corporate Payment	XXX-9301 City Manager	XXXX-9301 042517	225.31	225.31
То	tal 99952:					_	8,301.62
05/17	05/17/2017	99953	Verizon	Long Distance Service	7214 82Y 050217	401.49	401.49
То	tal 99953:						401.49
Gr	and Totals:	•					9,531.97

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

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Check Register - Pre-Issue Report Check Issue Dates: 5/10/2017 - 6/30/2017

Page: 1 May 10, 2017 04:28PM

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/17	05/10/2017	99946	AV Board of Trade	AVBOT City Membership	083333	500.00	500.00
Tot	tal 99946:						500.00
05/17	05/10/2017	99947	Mutis, Carlos	Const. Trash Deposit Refun	BP 16195	500.00	500.00
Tot	tal 99947:				,		500.00
05/17	05/10/2017	99948	So Californía Edison Co	City Electricity	2-01-388-5074 050	37,777.31	37,777.31
Tot	tal 99948:						37,777.31
Gra	and Totals:						38,777.31

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-02005	.00	6,265.73-	6,265.73-
10-02088	500.00	.00	500.00
10-4151-637	500.00	.00	500.00
10-4153-281	5,265.73	.00	5,265.73
16-02005	.00	663.63-	663.63-
16-4228-281	663.63	.00	663.63
18-02005	.00	2,896.94-	2,896.94-
18-4212-281	2,179.27	.00	2,179.27
18-4217-281	717.67	.00	717.67
19-02005	.00	866.38-	866.38-
19-4222-281	866.38	.00	866.38
27-02005	.00	7,947.47-	7,947.47-
27-4411-281	7,947.47	.00	7,947.47
51-02005	.00	18,805.05-	18,805.05-
51-5115-281	18,805.05	.00	18,805.05
52-02005	.00	543.58-	543.58-
52-5213-281	543.58	.00	543.58
53-02005	.00	788.53-	788.53-
53-5310-281	788.53	.00	788.53
Grand Totals:	38,777.31	38,777.31-	.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Pated: May 10, 2017
Finance Director James O'Sau &

California City

Check Register - Finance Director Check Issue Dates: 5/18/2017 - 6/30/2017

Page: 1 May 18, 2017 10:24AM

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/17	05/18/2017	99954	AVEK	M & I Water Charges	23835	359.49	359.49
То	tal 99954:					_	359.49
05/17	05/18/2017	99955	AirNav, LLC	Online Advertising	1971098	330.00	330.00
То	tal 99955:					_	330.00
05/17	05/18/2017	99956	Alexander's Contract Services	Meter Readers	201705010081	5,530.96	5,530.96
То	tal 99956:						5,530.96
05/17	05/18/2017	99957	Amber Chemical, Inc.	Hypochlorite Solution	0342070	492.28	492.28
05/17	05/18/2017	99957	Amber Chemical, Inc.	Hypochlorite Solution	0342126	401.12	401.12
05/17	05/18/2017	99957	Amber Chemical, Inc.	Hypochlorite Solution	0342234	218.79	218.79
05/17	05/18/2017	99957	Amber Chemical, Inc.	Hypochlorite Solution	0342295	237.02	237.02
То	tal 99957:						1,349.21
05/17	05/18/2017	99958	AmeriPride	Uniform Maintenance	2100598487	161.39	161.39
05/17	05/18/2017		AmeriPride	Uniform Maintenance	2100600022	161,39	161.39
05/17	05/18/2017	99958	AmeriPride	Uniform Maintenance	2100601565	161.39	161.39
Tot	tal 99958:					_	484.17
05/17	05/18/2017	99959	Antelope Valley Ford	2017 F-150 4x4 Truck	100	30,460.03	30,460.03
Tot	tal 99959:					_	30,460.03
05/17	05/18/2017	99960	AW Associates Inc	Carb Testing	09892	1,000.00	1,000.00
Tot	tal 99960:			•		_	1,000.00
05/17	05/18/2017	99961	Bakersfield Californian	TDA Heather Sidewalk Imp	14322623	944.37	944.37
05/17	05/18/2017	99961	Bakersfield Californian	Eastway Taxiway Bids	14334906	604.80	604.80
Tot	tal 99961:					_	1,549.17
05/17	05/18/2017	99962	Bakersfield Electric Motor Re	TDS Motor Repair	L71759	513.88	513.88
Tot	tal 99962:					_	513.88
05/17	05/18/2017	99963	Barragan, Jose	Office Supply Reimburseme	051017	56.54	56.54
То	tal 99963:						56.54
05/17	05/18/2017	99964	Big Jim's Small Engine Repair	Repair Chain Saw	1771	35.00	35.00
To	tal 99964:					·	35.00

California City	Check Register - Finance Director	Page: 2
	Check Issue Dates: 5/18/2017 - 6/30/2017	May 18, 2017 10:24AM

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
T	otal 99965:					-	350.00
05/17	05/18/2017	99966	C & M Overhead Door	Roll up Garage Door Steel P	8255	21,294.00	21,294.00
Te	otal 99966:		·			_	21,294.00
05/17	05/18/2017	99967	,	Fire Auto Parts	042517 FIRE	86.81	86.81
05/17 05/17	05/18/2017 05/18/2017	99967 99967	Cal City Auto Supply Cal City Auto Supply	Auto Parts Public Works Police, OHV, Grd Ops Auto	042617 PW 043017 PD,AC,OHV,	4,090.78 1,502.70	4,090.78 1,502.70
·	otal 99967:					<u>-</u>	5,680.29
05/17	05/18/2017	99968	Callahan, Ryan Michael	Mobile Car Wash	94	150.00	150.00
То	tal 99968:						150.00
05/17	05/18/2017	99969	Caselle, Inc	Contract Support & Mainte	80456	1,718.00	1,718.00
То	tal 99969:					_	1,718.00
05/17	05/18/2017	99970	CDW Government Inc	Network Switchs PW New	ној8565	498.83	498.83
05/17	05/18/2017	99970	CDW Government Inc	Network Interface Card Pay		44.12 6,215.65	44.12 6,215.65
05/17	05/18/2017	99970	CDW Government Inc	Barrcuda Updates, Cloud Se	11AJW 022	0,213.03	6,758.60
10	tal 99970:		•			-	
05/17	05/18/2017	99971		Fire Hardware Supplies	043017 FIRE	3 1 5.81 606.35	315.81 606.35
05/17 05/17	05/18/2017 05/18/2017	99971 99971	City Hardware City Hardware	OHV, ACO, Ground Ops, PD Public Works Hardware Su	043017 PD, OHV, AC 043017 PW	5,278.27	5,278.27
То	tal 99971:		•			_	6,200.43
05/17	05/18/2017	99972	Clearview Realty /Josh Meiste	Refund 8100 Fernwood	103803.11	22.72	22.72
Tot	al 99972:					_	22.72
05/17	05/18/2017	99973	Coast Biomedical Equip. LLC	Maint.& Calibration LifePak	10794	646.82	646.82
Tot	al 99973:					_	646.82
05/17 05/17	05/18/2017 05/18/2017		Coastline Equipment Coastline Equipment	Cutting Edge Tractor Repair Parts Unit 2	380867 384233	506.29 506.29	506.29 506.29
Tot	al 99974:				,		1,012.58
05/17	05/18/2017	99975 ·	Coldwell Banker	Refund 8654 Poppy	105463.10	8.92	8.92
Tot	al 99975:					-	8.92
05/17	05/18/2017	99976	Consolidated Electrical Distr	Gem WWTP Parts	3978-709995	421.24 _	421.24
Tot	al 99976:					_	421.24
05/17	05/18/2017	99977	Contech Engineered Solutions	Concrete Fabric Erosion Co	14978993	50,234.18	50,234.18

California City Check Register - Finance Director Check Issue Dates: 5/18/2017 - 6/30/2017					May 1	Page: 8,2017 10:24A	
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
То	tal 99977:					-	50,234.18
05/17	05/18/2017	99978	Creative Bus Sales, Inc	DAR Van Repair	1325636	1,501.04	1,501.04
То	tal 99978:					-	1,501.04
05/17	05/18/2017	99979	Dalzeli, Ron D.V.M.	Vaccinations K9	03-28-17	80.00	80.00
То	tal 99979:					-	80.00
05/17	05/18/2017	99980	Daverin, Brenda	Pmt for ABC License, Bk Gr	05-09-17 .	215.00	215.00
Tot	tal 99980:						215.00
05/17	05/18/2017	99981	De Leon	Windshield GBN City Mgr 1	5109	309.87	309.87
Tot	tal 99981:					. -	309.87
05/17 05/17	05/18/2017 05/18/2017	99982 99982	Deere Credit Deere Credit	Back Lease Payment Interest Lease Backhoe	1833154 1835508	1,162.04 2,596.24	1,162.04 2,596.24
Tot	tal 99982:			:		-	3,758.28
05/17	05/18/2017	99983	Dennis Automotive	Auto Service	17978	40.00	40.00
05/17	05/18/2017	99983	Dennis Automotive	Auto Service	17984	336.00	336.00
05/17	05/18/2017	99983	Dennis Automotive	Auto Service	17985	208.00	208.00
Tot	al 99983:					-	584.00
05/17	05/18/2017	99984	Department of Justice	Fingerprinting	231604	423.00	423.00
Tot	al 99984:					-	423.00
05/17	05/18/2017		DigiTech Inc.	Security Service	6982	137.97	137.97
05/17	05/18/2017	99985	DigiTech Inc.	Security Service	7177	45.99 -	45.99
Tot	al 99985:			·		-	183.96
05/17	05/18/2017	99986	Fed Ex	Priority Mailings	5-777-79313	108.37	108.37
05/17	05/18/2017		Fed Ex	Priority Mailings	5-785-58351	108.72	108.72
05/17	05/18/2017	99986	Fed Ex	Priority Mailings	5-792-36811	89.02	89.02
Tot	al 99986:						306.11
05/17	05/18/2017	99987	Fence Masters	Repair Tennis Court Fence	04-26-17	180.00	180.00
Tot	al 99987:						180.00
05/17	05/18/2017	99988	Ferguson Waterworks	Inventory	0581496-1	50.28	50.28
05/17	05/18/2017	99988	Ferguson Waterworks	2 Cyc HP Engine Oil Mix	0592503	8.62	8.62
05/17	05/18/2017	99988	Ferguson Waterworks	Inventory	0592689	393.48	393.48
05/17	05/18/2017	99988	Ferguson Waterworks	Inventory	0593737	327.64	327.64
05/17	05/18/2017	99988	Ferguson Waterworks	Inventory	WD002623	1,956.53 233.81	1,956.53 233.81
05/17 05/17	05/18/2017	99988	Ferguson Waterworks	SDS ROT Hamm	WV002525 WV002558	2,447.23	2,447.23
U.3/1/	05/18/2017	99988	Ferguson Waterworks	Inventory	11 4002330	211117	2,111.123

California	City
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Check Register - Finance Director Check Issue Dates: 5/18/2017 - 6/30/2017

Page: 4 May 18, 2017 10:24AM

	Check Issue Dates: 5/18/2017 - 6/30/2017						May 18, 2017 10:24A		
GL Period	Check Issue Date	Check Number	r Payee	Description	Invoice Number	Invoice Amount	Check Amount		
05/17 05/17 05/17	05/18/2017	99988 99988 99988	Ferguson Waterworks	Inventory Inventory Inventory	WV002595 WV002596 WV002596-1	3,216.73 1,336.33 118.63	3,216.73 1,336.33 118.63		
To	otal 99988:			•			10,432.91		
05/17	05/18/2017	99989	Fisher Scientific	5 Sets Turnouts	8699086	14,603.59	14,603.59		
То	otal 99989:					_	14,603.59		
05/17	05/18/2017	99990	Ford Credit Dept 67-434	2015 Ford F-150 Truck	1388485	12,472.58	12,472.58		
То	tal 99990:						12,472.58		
05/17	05/18/2017	99991	Frontier	Broadband Service PD	022502-5 050117	169.99	169.99		
То	tal 99991:						169.99		
05/17	05/18/2017	99992	General Office Prod Ctr	Meter Billing Copier	11638	325.82	325.82		
To	tal 99992:					_	325.82		
05/17	05/18/2017	99993	Gibbs International Truck Ctr	Unit 428 Repair Parts	845889	833.58	833.58		
Tot	tal 99993:					_	833.58		
05/17	05/18/2017	99994	Government Finance Officers	Membership Fee	0125383 04-24-17	190.00	190.00		
Tot	al 99994:					_	190.00		
05/17	05/18/2017	99995	Granite Construction Compan	Concrete Fabric Project Gra	1145706	5,482.10	5,482.10		
Tot	al 99995:					· _	5,482.10		
05/17	05/18/2017	99996	HD Supply Waterworks, LTD	Tank Parts Rancho Tracts	но18775	790.37	790.37		
05/17	05/18/2017	9999 <u>,</u> 6	HD Supply Waterworks, LTD	Replenish Inventory	H068449	2,139.64	2,139.64		
Tota	al 99996:			•			2,930.01		
05/17	05/18/2017	99997	HDWBC - High Desert Wireles	Fire Department Service	40508	5,793.75	5,793.75		
Tota	al 99997:					_	5,793.75		
05/17	05/18/2017	99998	Helt Engineering, Inc	17402.4 Plan Ck Tentative	017-066	470.00	470.00		
05/17	05/18/2017		Helt Engineering, Inc	17402.5 Plan Ck Tentative	017-067	657.50	657.50		
05/17	05/18/2017	99998	Helt Engineering, Inc	13408 Hacienda Blvd-Red	017-078	360.00	360.00		
05/17	05/18/2017		Helt Engineering, Inc	15406 Randsburg-Mojave	017-079	1,267.50	1,267.50		
05/17	05/18/2017		Helt Engineering, Inc	15409 City Standards	017-080	12,000.00	12,000.00		
05/17	05/18/2017		Helt Engineering, Inc	16405 Mendiburu Road Re	017-081	7,287.50	7,287.50		
05/17	05/18/2017		Helt Engineering, Inc	16405 Mendiburu Road Re	017-082	2,610.00 7,955.00	2,610.00 7,955.00		
05/17	05/18/2017		Helt Engineering, Inc	16413 Eastside Taxiways	017-083 017-084	1,462.50	1,462.50		
	05/18/2017		Helt Engineering, Inc	16414 Eastside Taxiways R 17400 Gen Eng: Public Wor	017-085	485.00	485.00		
	05/18/2017		Helt Engineering, Inc	17400 Gen Eng: Public Wor 17400 Gen Eng: Well #16 P	017-086	1,662.50	1,662.50		
•	05/18/2017		Helt Engineering, Inc Helt Engineering, Inc	17400 Gen Bilg. Well #10 P	017-087	167.50	167.50		
•	05/18/2017 05/18/2017		Helt Engineering, Inc	17402.5 Plan Ck Tentative	017-088	167.50	167.50		
	05/18/2017		Helt Engineering, Inc	17402.6 Plan Ck Tentative	017-089	167.50	167.50		
/	,,,			_					

California	City
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Check Register - Finance Director Check Issue Dates: 5/18/2017 - 6/30/2017

Page: 5 May 18,2017 10:24AM

			- GREEK 1330	de Dates, 5/10/2017 - 0/30/20		ring 1	0,2027 20.2 1110
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/17	05/18/2017	99998	Helt Engineering, Inc	17402.8 Plan Ck Nuno's Re	017-090	1,425.00	1,425.00
05/17	05/18/2017	99998	Helt Engineering, Inc	13408 Hacienda Blvd-Red	017-099	918.24	918.24
05/17	05/18/2017	99998	Helt Engineering, Inc	15406 Randsburg-Mojave	017-100	172.50	172.50
05/17	05/18/2017	99998	Helt Engineering, Inc	15409 City Standards	017-101	3,405.00	3,405.00
05/17	05/18/2017	99998	Helt Engineering, Inc	16401.4 Plan Check Tentati	017-102	1,712.50	1,712.50
05/17	05/18/2017	99998	Helt Engineering, Inc	16405 Mendiburu Road Re	017-103	5,987.50	5,987.50
05/17	05/18/2017	99998	Helt Engineering, Inc	16413 Eastside Taxiways	017-104	6,760.00	6,760.00
05/17	05/18/2017	99998	Helt Engineering, Inc	16414 Eastside Taxiways R	017-105	575.00	575.00
05/17	05/18/2017	99998	Helt Engineering, Inc	17400 Gen Eng: Well #16 P	017-106	1,878.43	1,878.43
05/17	05/18/2017	99998	Helt Engineering, Inc	17400 Gen Eng: DACI Grant	017-107	862.50	862.50
05/17	05/18/2017	99998	Helt Engineering, Inc	17402.4 Plan Ck Tentative	017-108	227.50	227.50
05/17	05/18/2017	99998	Helt Engineering, Inc	17402.5 Plan Ck Tentative	017-109	885.00	885.00
05/17	05/18/2017	99998	Helt Engineering, Inc	17402.6 Plan Ck Tentative	017-110	227.50	227.50
05/17	05/18/2017	99998	Helt Engineering, Inc	17402.8 Plan Ck Nuno's Re	017-111	227.50	227.50
05/17	05/18/2017	99998	Helt Engineering, Inc	17402.9 Plan Check Evanst	017-112	227.50	227.50
05/17	05/18/2017	99998	Helt Engineering, Inc	17403 Balsitis Park ADA Re	017-113	1,080.00	1,080.00
05/17	05/18/2017	99998	Helt Engineering, Inc	17402.6 Plan Ck Tentative	17-068	470.00	470.00
05/17	05/18/2017		Helt Engineering, Inc	17402.7 Plan Check Comm	17-069	1,237.50	1,237.50
	• •	,,,,,	ner ongmeeting, me	17402.7 Hall Glieck Collins	17-007	-	64,999.17
- 10	tal 99998:					-	04,777.17
05/17	05/18/2017	99999	Hemme Hay & Feed Inc.	Animal Shelter Hay	040417	134.06	134.06
05/17	05/18/2017	99999	Hemme Hay & Feed Inc.	Animal Shelter Hay	41417	155.51	155.51
To	tal 99999:			•		_	289.57
05/17	05/18/2017	100000	Hillcrest	HVAC Preventive Maintena	001285562	270.00	270.00
То	tal 100000:				•		270.00
05/17	05/18/2017	100001	Home Depot Credit Services	Facilities Maint. Supplies	XXX-1266 042117	887.12	887.12
То	tal 100001:					_	887.12
05/17 05/17	05/18/2017 05/18/2017	100002 100002	Karl's Hardware Karl's Hardware	Utility Poles for Fencing Bal Bobcat Rental Balsitis Park	F432002 F432594	1,608.75 225.00	1,608.75 225.00
To	tal 100002:						1,833.75
05/17	05/18/2017	100003	Keystone Uniform Depot	Uniforms - Hanson	063797	2,737.51	2,737.51
То	tal 100003:					_	2,737.51
05/17	05/18/2017	100004	KME Fire Apparatus	Pumper Maint	CA 540667	6,973.04	6,973.04
То	tal 100004:					_	6,973.04
05/17	05/18/2017	100005	LeBeau Thelen LLP	Legal Fees	19000.001 # 2	3,982.50	3,982.50
То	tal 100005:						3,982.50
05/17 05/17	05/18/2017 05/18/2017		Leslies Pool Supplies Leslies Pool Supplies	Pool Chemicals and Supplie Supplies Returned	129-405146 129-405147	162.95 60.29-	162.95 60.29-
То	tal 100006:						102.66
05/17	05/18/2017	100007	M & M Sports	New T-Shirts-Inventory & S	38805	227.85	227.85

California City

Check Register - Finance Director Check Issue Dates: 5/18/2017 - 6/30/2017 Page: 6 May 18, 2017 10:24AM

			CHECK 155	ue Dates: 5/18/2017 - 6/30/20	J17	Iviay I	B, 2017 10:24AN
GL Period	Check Issue Date	Check Number		Description	Invoice Number	Invoice Amount	Check Amount
Т	otal 100007:					-	227.85
05/17		100008	Martha's Cleaning Service	Janitioral City Hall	1481	400.00	400.00
•	otal 100008:	100000	Printed a Steaming Service	jametoral city fran		-	400.00
- `						-	
05/17 05/17	05/18/2017 05/18/2017			Web Slings Door Closer- Strata Center	25905299 26181556	676.95 173.96	676.95 173.96
То	otal 100009:		*	-		_	850.91
05/17	05/18/2017	100010	Mediwaste Disposal	Medical Waste Removal	30603	62.00	62.00
То	tal 100010:					_	62.00
05/17	05/18/2017	100011	Merchant's Printing & Envelo	Park Commission Plates, Fi	7700201, 202	842.73	842.73
То	tal 100011:					_	842.73
05/17 05/17	05/18/2017 05/18/2017	100012 100012	Mission Uniform Service Mission Uniform Service	Credit for April Invoice Laundry Service PD	50475796- 504866560	49.95- 51.26	49.95- 51,26
То	tal 100012:						1.31
05/17	05/18/2017	100013	Mobile Cranes & Equipment	Crane Certification	12741	8,579.56	8,579.56
Tot	tal 100013:						8,579.56
05/17	05/18/2017	100014	Mojave Public Utility Dis	Wonder Acres	006090-000 0430-2	2,456.49	2,456.49
Tot	al 100014:			•		_	2,456.49
05/17	05/18/2017	100015	Office Depot	Office Supplies	915480944001	166.68	166.68
05/17	05/18/2017	100015	Office Depot	Office Supplies	923798963001	17.15	17.15
05/17	05/18/2017	100015	Office Depot	Office Supplies	923799095001	28.74	28.74
05/17	05/18/2017	100015	Office Depot	Office Supplies	923991735001	39.85	39.85
05/17	05/18/2017	100015	Office Depot	Office Supplies	923991796001	15.40	15.40
05/17	05/18/2017	100015	Office Depot	Office Supplies	924758734001	147.46	147.46
05/17	05/18/2017	100015	Office Depot	Office Supplies	924814122001	48.73	48.73
05/17	05/18/2017	100015	Office Depot	Office Supplies	924814834001	28.95	28.95
05/17	05/18/2017	100015	Office Depot	Office Supplies	924941819001	203.98	203.98
05/17	05/18/2017	100015	Office Depot	Office Supplies	924942098001	44.69	44.69
05/17	05/18/2017	100015	Office Depot	Office Supplies	924942099001	57.26	57.26
05/17	05/18/2017	100015	Office Depot	Office Supplies	924942100001	145.84	145.84
05/17	05/18/2017	100015	Office Depot	Office Supplies	924942101001	8.56	8.56
05/17	05/18/2017	100015	Office Depot	Office Supplies	925684495001	74.27	74.27
05/17	05/18/2017	100015	Office Depot	Office Supplies	926742096001	263.19	263.19
Tota	al 100015:						1,290.75
05/17	05/18/2017	100016	PR Diamond Products	Blades	045110	4,945.00	4,945.00
Tota	al 100016:						4,945.00
05/17	05/18/2017	100017	Price Page & Company	City Auditors 15/16	11927	36,770.00	36,770.00

California City			Check Check Issu	Page: 7 May 18, 2017 10:24AM			
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
То	tal 100017:					-	36,770.00
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068714	2,045.61	2,045.61
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068725	323.57	323.57
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068726	371.42	371.42
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068727	654.31	654.31
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel .	1068739	484.05	484.05
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068746	266.99	266.99
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068747	1,357.47	1,357.47
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068748	572.99	572.99
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068749	65.83	65.83
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068750	709.69	709.69
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068766	565.33	565.33
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068777	115,21	115.21
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068777	43.47	43.47
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068796	26.63	26.63
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068804	38.43	38.43
05/17	05/18/2017	100018	R S I Petroleum Prod	Fuel	1068805	75. 4 6	75.46
05/17	05/18/2017	100018	R S I Petroleum Prod	Oil	305222	710.43	710.43
	al 100018:						8,426.89
				•		-	
05/17 05/17	05/18/2017 05/18/2017	100019 100019	Reliable Air Condit. & Heating Reliable Air Condit. & Heating	Air Conditioning Work Seni Walk In Freezer Repairs Fo	17491 17497	200.00 230.00	200.00 230.00
Tot	al 100019:			•		_	430.00
05/17	05/18/2017	100020	RJ Gacho	Pool House Project Concret	1329	20,460.00	20,460.00
Tot	al 100020:		•			_	20,460.00
05/17	05/18/2017	100021	Robertson's	FOB PLT46 California City	985862	113.69	113.69
05/17	05/18/2017	100021	Robertson's	FOB PLT46 California City	991541	332.48	332.48
·	al 100021:		•			_	446.17
						-	ALC: TO THE PARTY OF THE PARTY
05/17 05/17	05/18/2017 05/18/2017	100022 100022	S.C. Friends Tire Inc. S.C. Friends Tire Inc.	Tire Service Unit 448 Tires Unit 128 Admin	31597 31610	45.00 435.72	45.00 435.72
Tot	al 100022:					_	480.72
05/17	05/10/2017	100000	0	Mary Laborate	רמרמר	1 725 (0	1 725 60
05/17 05/17	05/18/2017 05/18/2017	100023 100023	Sage Staffing Sage Staffing	Temp Mary Johnson Temp Mary Johnson	57535 57598	1,725.60 1,725.60	1,725.60 1,725.60
To	tal 100023:					-	3,451.20
05/17	05/18/2017	100024	Sparkletts	Water .	4687417 042117	43.08	43.08
To	tal 100024:					-	43.08
05/17 05/17	05/18/2017 05/18/2017	100025 100025	Staples Advantage Staples Advantage	Office Supplies, Janitorial Office Supplies, Janitorial	8044210058 8044331707	751.84 75.40	751.84 75.40
•	tal 100025:	100023	stapics nuvalitage	onice supplies, janicorial	3011002707	-	827.24
10	100020.					-	
05/17	05/18/2017	100026	State Controller's Office	State offset Program	FTB-00000143	25.41	25.41

California City	
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Check Register - Finance Director Check Issue Dates: 5/18/2017 - 6/30/2017

Page: 8 May 18, 2017 10:24AM

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
To	otal 100026:						25.41
05/17 05/17 05/17	05/18/2017 05/18/2017 05/18/2017	10,0027	Statewide Safety & Signs Statewide Safety & Signs Statewide Safety & Signs	Epoxy, Custom Signs Lime Wind Breaker Return Car Stops	12005251 12005258 12005326	1,484.77 86.63- 482.63	1,484.77 86.63- 482.63
To	otal 100027:					_	1,880.77
05/17	05/18/2017	100028	Svejda, Alexia	Supplies ReimbuRust Oleu	AMAZON REIMBURS	207.88	207.88
То	tal 100028:						207.88
05/17 05/17	05/18/2017 05/18/2017		SWRCB Accounting Office SWRCB Accounting Office	Community Water Systems Community Water Systems	LW-1009348 SM-1009037	17,938.50 250.00	17,938.50 250.00
То	tal 100029:			· .		_	18,188.50
05/17	05/18/2017	100030	TechnoFlo Systems	Cable Drive Well 14	17378	44.59	44.59
То	tal 100030:					_	44.59
05/17	05/18/2017	100031	Tehachapi Veterinary Hospital	Vouchers	399382	30.00	30.00
То	tal 100031:					_	30.00
05/17	05/18/2017	100032	Trafton, Sarah	Refund Bldg Deposit Arts B	RECEIPT # 57336	200.00	200.00
To	tal 100032:			·		_	200.00
05/17	05/18/2017	100033	TurboData Systems	Citation Processing Service	26000	504.65	504.65
Tot	al 100033:					-	504.65
05/17	05/18/2017	100034	Verizon Business	Outbound Calls Dispatch	67503679	213.56	213.56
Tot	al 100034:					,	213.56
05/17	05/18/2017	100035	Verizon Wireless	Cell Phone Service	9784714596	1,542.03	1,542.03
Tot	al 100035:				•		1,542.03
05/17	05/18/2017	100036	Walters Wholesale Electric Co.	Pool House Materials- GFCI	S107919319.001	75.05	75.05
Tot	ai 100036:	•				_	75.05
05/17	05/18/2017	100037	Waste Management	Trash Service	3766380-2508-4	2,291.34	2,291.34
Tot	al 100037:					_	2,291.34
05/17	05/18/2017	100038	Winwater Works	Valve Boxes & Lids #2 Rou	008872	750.75	750.75
Tot	al 100038:					_	750.75
05/17	05/18/2017	100039	Wood & Randall	Waymon Henderson Trans	51710	2,174.11	2,174.11

			Check Register - Finance Directo k Issue Dates: 5/18/2017 - 6/30	_				
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount	
То	tal 100039:						2,174.11	
05/17	05/18/2017	100040	Zee Medical	Medical Supplies	34-224163	259.17	259.17	
05/17	05/18/2017	100040	Zee Medical	Medical Supplies	34-224165	111.38	111.38	
To	tal 100040:						370.55	
05/17	05/18/2017	100041	Zoll	Fire RMS Contract	9036975	210.00	210.00	
To	tal 100041:					_	210.00	
05/17	05/18/2017	100042	Zters	Port-A-Potty Service	221690	211.81	211.81	
Tot	al 100042:						211.81	
Gra	and Totals:		•				398,930.04	

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated:

Finance Director

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

later and S	ewer City Accounts - Apr	il 2017					DR	DR
							Water	Sewer
Route #	Customer ID	Customer/Meter ID	GL Account No.	Description	Total Bill	Bal Due	GL Acct	GL Acc
0	106793.01	City Of Calif City/Borax Bill Pk Bathrms	16-4228-287	Water	275.73	275.73	275.73	
	Wtr	18819303	×	x				
			x	x				
0	106796.01	City Of Calif City/TDS (A)(P&R)	10-4153-287	Water	4,672.41	4,672.41	4,672.41	
	Wtr	11010967	x	x				
			x	x				
0	106797.01	City Of Calif City/TDS (B)(P&R)	10-4153-287	Water	1,913.48	1,913.48	1,913.48	
	Wtr	9311920	x	x				
			x	x				
0	106798.01	City Of Calif City/TDS C (P&R)	10-4153-287	Water	10,973.29	10,973.29	10,973.29	
	Wtr	9313796	x	x				
			x	х ,				
0	106799.01	City Of Calif City/TDS (D)(P&R)	10-4153-287	Water	2,579.40	2,579.40	2,579.40	
	Wtr	16490176	x	x				
			x	x				
0	106800.01	City Of Calif City/TDS Pro Shop (E)(P&R)	10-4153-287	Water	86.40	86.40	86.40	
	Wtr	9113145	x	x				
			x	x				
0	106801.01	City of Calif City/TDS Golf Course (F)	10-4153-287	Water	8,950.52	8,950.52	8,950.52	
	Wtr	9311918	x	x				
	77.51	33223	x	x				
0	106802.01	City of Calif City/TDS Maint. (L)(P&R)	10-4161-287	Water	86.40	86.40	86.40	
	Wtr	93702561			80,40	80.40	80.40	
	AATL	93702561	×	x				
0	106804.01	City of Calif City/Par-3 Golf Course (P&R)	X 10 4152 207	X	1 005 40	1.005.40	1.000.40	
- 0	106804.01 Wtr		10-4153-287	Water	1,086.40	1,086.40	1,086.40	
	vvtr	97296489	X	x				
	100005.04	Cit of Cities to a Little Co.	X	X				
0	106805.01	City Of Calif City/Par-3 Irrig.(P&R)	10-4153-287	Water	292.51	292.51	292.51	-
	Wtr	8184720	x	X				-
	105005.04		X	x				ļ
0	106806.01	City Of Calif City/Par-3 (I)(P&R)	10-4153-287	Water	4,852.42	4,852.42	4,852.42	
	Wtr	9311915	X	X				
			x	x				
0	106807.01	City Of Calif City/Par-3 (J)(P&R)	10-4153-287	Water	86.40	86.40	86.40	
	Wtr	8040019	x	x				
			x	x				
0	106808.01	City Of Calif City/Par-3(P&R)	10-4153-287	Water	2,414.30	2,414.30	2,414.30	
	Wtr	9313795	x	x				
			x	x				

later and Se	wer City Accounts - Apr	il 2017					DR	- DR
Route #	Customer ID	Customer/Meter ID	GL Account No.	Description	Total Bill	Bal Due	Water GL Acct	Sewer GL Acct
0	106809.01	City Of Calif City/City Hall-Lawn (A)	10-4153-287	Water	275.73	275.73	275.73	
	Wtr	6089270	x	x				
			x	x				
0	106810.01	City Of Calif City/Lawn (B)	10-4153-287	Water	275.73	275.73	275.73	
	Wtr	5601775	x	x				
			x	x				
0	106811.01	City Of Calif City/City Hall (C)	10-4153-287	Water	292.23	275.73	275.73	
	Wtr	12205469	10-4153-288	Sewer		16.50		16.50
			x	x				
0	106812.01	City OF Calif City/Police Station	18-4212-287	Water	1,108.40	1,086.40	1,086.40	
	Wtr	9304962	18-4212-288	Sewer		22.00		22.0
			x	x				
0	106813.01	City OF Calif City/Fire Station	19-4222-287	Water	286.73	275.73	275.73	
	Wtr	15812844	19-4222-288	Sewer		11.00		11.0
			x	x				
0	106814.01	City Of Calif City/Airport Terminal (A	53-5310-287	Water	254.76	172.26	172.26	
	Wtr	9082147	53-5310-288	Sewer		82.50		82.5
			x	x				
0	106815.01	City Of Calif City/Airport (B)	53-5310-287	Water	86.40	86.40	86.40	
	Wtr	9113129	x	x				
			x	x				
0	106816.01	City Of Calif City/Airport - RV Park	53-5310-287	Water	102.90	86.40	86.40	
	Wtr	8969459	53-5310-288	Sewer		16.50		16.50
			x	x				
0	106817.01	City Of Calif City/Airport/Hose Bib (C	53-5310-287	Water	51.73	51.73	51.73	
	Wtr	7053219	x	x				
			x	х				
0	106818.01	City Of Calif City Old Museum/Par3(P&R)	10-4153-287	Water	86.40	86.40	86.40	
	Wtr	7246860	x	x			all and the	
			x	x				
0	106819.01	City Of Calif City/ Police Dept (AC)	18-4217-287	Water	86.40	86.40	86.40	- "
	Wtr	6091640	18-4217-288	Sewer		1 3-1		
			x	x				
0	106820.01	City Of Calif City/Sewer Plant	52-5213-287	Water	855.27	855.27	855.27	
	Wtr	91122081	x	x				
			x	x				
0 -	106821.01	City OF Calif City/City Yard	51-5115-287	Water	275.73	91.91	91.91	
	Wtr	7213086	10-4441-287	Water		91.91	91.91	
			27-4411-287	Water	1.	91.91	91.91	
			x	x				

later and Se	wer City Accounts - Apri	il 2017					DR	DR
T T							Water	Sewer
Route #	Customer ID	Customer/Meter ID	GL Account No.	Description	Total Bill	Bal Due	GL Acct	GL Acct
0	106822.01	Borax Bill Park-Showers-P.D.	16-4228-287	Water	275.73	275.73	275.73	
	Wtr	8184721	×	×				
			x	x			,	
0	106823.01	City Of Calif City/Cen Prk Restro(P&R)	10-4153-287	Water	278.48	275.73	275.73	
,	Wtr	9258800	10-4153-288	Sewer		2.75		2.75
			x	x				
0	106824.01	City Of Calif City/Marina-Strata(P&R)	10-4153-287	Water	283.98	275.73	275.73	
	Wtr	9112208	10-4153-288	Sewer		8.25		8.25
			x	x				
0	106825.01	City Of Calif City/Comm Center(P&R)	10-4153-287	Water	275.73	275.73	275.73	
	Wtr	9253880	x	x				
			x	x				
0	106826.01	City Of Calif City/Cen Pk Lake(P&R)	10-4153-287	Water	2,414.30	2,414.30	2,414.30	
	Wtr	9070150	x	x				
			x	x				
0	106827.01	City Of Calif City/Senior Cent (P&R)	10-4153-287	Water	344.48	275.73	275.73	
	Wtr	9131647	10-4153-288	Sewer		68.75		68.75
			x	x				
0	106828.01	City Of Calif City/Balsitis Park(P&R)	10-4153-287	Water	86.40	86.40	86.40	-
	Wtr	5484144	x	x				
			x	x				
0	106829.01	City Of Calif City/Balsitis Pk Short(P&R	10-4153-287	Water	1,520.24	1,520.24	1,520.24	
	Wtr	16490175	x	x	-,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
			x	x				
0	106830.01	City OF Calif City/Balsitis Pk Restr(P&R	10-4153-287	Water	51.73	51.73	51.73	
	Wtr	8040020	x	x	32.75	52.75		
			x	x				
0	106831.01	City Of Calif City/Balsitis Park E(P&R)	10-4153-287	Water	482.65	482.65	482.65	
	Wtr	7145276	x	x	402.03	402.03	102.03	
		7,143270						-
0	106832.01	City Of Calif City/Aspen Mall	71-7111-287	Water	275.73	275.73	275.73	
	Wtr	96304228	V	X	273.73	2/3./3	2/3./3	-
		30304228	x	X				
0	106838.01	City Of Calif City/Median (A)	10-4161-287	Water	51.73	51.73	51.73	
	Wtr	11639888	***************************************		51./5	51./5	51./5	
	AATI	11037000	X	X				
0	10000001	City Of Calif City (A table a Carty (B)	X 10 4161 207	X			00.11	ļ
U	106839.01	City Of Calif City/Median Center (B)	10-4161-287	Water	86.40	86.40	86.40	-
	Wtr	359134	X	X				
	100044.04	C'i Olo III C'i ta ii	X	X				
0	106841.01	City Of Calif City/Median Proctor	10-4161-287	Water	86.40	86.40	86.40	

ater and Sev	ver City Accounts - Apri	il 2017					DR	DR
oute#	Customer ID	Customer/Meter ID	GL Account No.	Description	Total Bill	Bal Due	Water GL Acct	Sewer GL Acci
	Wtr	6200564	x	x				
			x	x				
0	106842.01	City OF Calif City/Median Rome Beauty/	10-4161-287	Water	51.73	51.73	51.73	
	Wtr	7247418	x	x				
			x	x				
0	106843.01	City Of Calif City/Lakeshore/Randsgurg	10-4161-287	Water	86.40	86.40	86.40	
	Wtr	8969455	x	x				
			x	x				
0	106844.01	City Of Calif City/Median CCB	10-4161-287	Water	86.40	86.40	86.40	
	Wtr	7247390	x	x				
			x	x				
0	106845.01	City Of Calif City/ Median CCB-90th	10-4161-287	Water	86.40	86.40	86.40	
	Wtr	8971971	x	x				
			x	x				
0	106847.01	City Of Calif City/Irrigation	10-4161-287	Water	86.40	86.40	86.40	
	Wtr	7246836	x	x				
			x	x				
0	106848.01	City Of Calif City/Sport (A)(P&R)	10-4153-287	Water	54.13	54.13	54.13	
	Wtr	6074816	x	x				
			x	x				
0	106849.01	City Of Calif City/Entra Sport (A)(P&R)	10-4153-287	Water	86.40	86.40	86.40	
	Wtr	6074815	x	x				-
		007.1025	x	x				
0	106861.01	City Of California City/Pocket Park(P&R)	10-4153-287	Water	51.73	51.73	51.73	
	Wtr	6305274	x	x				
			x	x				
0	106863.01	City of Calif City/OHV-Dump Station	29-4219-287	Water	79.09	79.09	79.09	
-	Wtr	15666065	x	x	7,5105			
	****	1300003	x	x				
0	106872.01	City of Calif City/Lake fill	10-4153-287	Water	4,138.68	4,138.68	4,138.68	
	Wtr	9070149	X	x	4,250.00	1,250.00	1,200.00	-
	VVCI	3070143	x	x				
0	106873.01	City of Caif City/Balsitis -Snack-Rest	10-4153-287	Water	51.73	51.73	51.73	
-	Wtr	15417058	10-4133-207	AAGTEI	31./3	31.73	31.73	
	VV LI	1341/030						-
-		Total City Utility Bills			53,681.14	53,681.14	53,452.89	228.2
		Total City Othity Bills	1		33,081.14	33,001.14	33,432.03	240.4

E	Expenditure Accounts Summary					
GL Account No.	Description	DR				
10-4153-287	Water	48,862.03				
10-4161-287	Water	708.26				
10-4153-288	Sewer	96.25				
10-4441-287	Water	91.91				
16-4228-287	Water	551.46				
18-4212-287	Water	1,086.40				
18-4212-288	Sewer	22.00				
18-4217-287	Water	86.40				
18-4217-288	Sewer	-				
19-4222-287	Water	275.73				
19-4222-288	Sewer	11.00				
27-4411-287	Water	91.91				
29-4219-287	Water	79.09				
51-5115-287	Water	91.91				
52-5213-287	Water	855.27				
53-5310-287	Water	396.79				
53-5310-288	Sewer	99.00				
71-7111-287	Water	275.73				
	Total Utility Expenditures	53,681.14				
Acc	ounts Payable Accounts Summary					
GL Account No.	Description	CR				
10-02005	Accounts Payable	49,758.45				
16-02005	Accounts Payable	551.46				
18-02005	Accounts Payable	1,194.80				
19-02005	Accounts Payable	286.73				
27-02005	Accounts Payable	91.91				
29-02005		79.09				
51-02005		91.91				
52-02005		855.27				
		495.79				
		275.73				
11 02003		53,681.14				
	-					
	GL Account No. 10-4153-287 10-4161-287 10-4153-288 10-4441-287 16-4228-287 18-4212-287 18-4212-288 18-4217-288 19-4222-287 19-4222-288 27-4411-287 29-4219-287 51-5115-287 52-5213-287 53-5310-288 71-7111-287 Account No. 10-02005 16-02005 18-02005 29-02005	10-4153-287 Water 10-4161-287 Water 10-4161-287 Water 10-4441-287 Water 16-4228-287 Water 18-4212-288 Sewer 18-4217-288 Sewer 18-4217-288 Sewer 18-4217-288 Sewer 19-4222-287 Water 19-4222-288 Sewer 27-4411-287 Water 29-4219-287 Water 29-4219-287 Water 51-5115-287 Water 52-5213-287 Water 53-5310-287 Water 53-5310-288 Sewer 71-7111-287 Water Total Utility Expenditures Water Total Utility Expenditures 16-02005 Accounts Payable 16-02005 Accounts Payable 19-02005 Accounts Payable 27-02005 Accounts Payable 29-02005 Accounts Payable 29-02005 Accounts Payable 51-02005 Accounts Payable				

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SPECIAL JOINT MEETING CALIFORNIA CITY SUCCESSOR AGENCY AND CITY COUNCIL OF CALIFORNIA CITY

Tuesday, November 8, 2016 Council Chambers, 21000 Hacienda Blvd. MINUTES

CALL TO ORDER

Mayor Wood called the meeting to order at 4:30 pm. The City Clerk called the roll:

PRESENT: Gomez, Smith, Warren, Mayor Pro Tem McGuire, Mayor Wood

ABSENT: None

ADOPTION OF AGENDA

Motion by Mayor Pro Tem McGuire, second by Councilmember Warren to adopt the agenda. Motion carried.

CLOSED SESSION / CITY COUNCIL

- CS 1. Pursuant to Cal. Gov't Code §54957; Public Employee: City Manager Evaluation
- CS 2. Pursuant to Cal. Gov't Code §54956.9(d)2: Potential Litigation (1) Case
- CS 3. Pursuant to Cal. Gov't Code §54956.9(d)4: Potential Litigation (1) Case

DJ Twohig and Al Hutson had comments in regards to the items on Closed Session. Due to the comments being voiced, City Attorney Bettenhausen stated that decisions about employees are not made by the Council. Personnel issues cannot be discussed in or with the public and that the Council serves as the final appeal board.

REPORT OUT OF CLOSED SESSION

City Attorney Bettenhausen advised that following the discussion of each closed session item, no action was taken.

CALL TO ORDER

Mayor Wood called the meeting to order at 6:00 pm. Following the Pledge of Allegiance and Invocation, the City Clerk called the roll:

PRESENT: Gomez, Smith, Warren, Mayor Pro Tem McGuire, Mayor Wood

ABSENT: None

CITY CLERK REPORTS / LATE COMMUNICATIONS

JM Powers: Municipal Water Consumption Confirms Gross Errors in 2014 Rate Study; California City is State's Top Water Waster for Sept. 2016, 12th month in a row; Extensive municipal non-payment and late payment of water bills for FY 2016 Al Hutson: Supreme Court public records request case; information regarding the Public Records Act.

STAFF ANNOUNCEMENTS / REPORTS

Lt Huizar – Officers recertified in First Aid and CPR; Oral interviews being scheduled for dispatchers; recognized Special Investigator Boston for his role in solving a 3 year old "for hire" case

CC2

Fire Chief Armstrong – One Fire/Paramedic applicant currently going into background check; update on fire station exhaust and door installation. Will bring back report outlining total costs of the fire station.

Public Works Director Platt – Department Stats; Fare box being added to Dial A Ride buses, along with cameras that will tie into the police department.

Finance Director O'Laughlin – water bills will now be due the 10th of each month; instead of the city writing checks to themselves for water usage, finance will now do journal entries; bound audit copies will soon be arriving.

Brenda Daverin – 1st Trunk or Treat was a success with 20 cars participating; provided report on upcoming events.

Airport Manager King – no filming done lately; Plane Crazy 2 will be held this weekend. City Manager Weil – update on the new restaurant, Alberto's, coming into the city. AB 1234 – Wood; attended East Kern Economic Alliance, Warren; will be attending the Air Pollution Control District meeting this Thursday.

CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS None

PUBLIC BUSINESS FROM THE FLOOR

DJ Twohig - suggested an increase in pay for council members; read analysis' sent so that meetings can be shorter

Ron Smith – amazed that the Boy Scouts are going to have to pay a fee to use Scout Island; city is in chaos, he loves Chief Hurtado, believes council could bring peace if they ponder another acting Chief.

David Stafford – also voiced having issues with the Scouts asking to pay a fee; he backs Chief Hurtado

Allen Bell - need for transparency; lights on the Blvd.

Al Hutson – agrees that the public needs to be told the truth; Finance Director was not introduced; wants state auditor to come in.

CONSENT CALENDAR / CITY COUNCIL

CC 1. CITY CHECK REGISTERS dated through 11/3/16

CC 2. MINUTES: Meetings dated 04/26/16 and 05/10/16

Waive reading of subject minutes, approve as written, and order filed.

CC 3. READING OF ORDINANCES

Waive reading in full of all ordinances under consideration, and direct the City Clerk to read by title only.

Adopt Ordinance No. 16-743 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING TITLE 5, CHAPTER 6, ENTITLED "MEDICAL MARIJUANA BUSINESSES AND ACTIVITY"

CC 4. Fire Department: Uniform Allowance- Revised procedure and "side-letter" Agreement

CC 5. Police Department: Reward offered for Robert Austin Tharp

Both the Council and public received clarification by staff on items questioned.

Motion by Mayor Pro Tem McGuire, second by Councilmember Warren, to approve on the consent calendar. Roll call vote as follows:

AYES: Gomez, Smith, Warren, McGuire, Wood

NAYS: Smith CC 3

ABSTAIN: Gomez CC 3, Warren ck# 98692

ABSENT: None

NEW BUSINESS / SUCCESSOR AGENCY

NB 1. Sale of Commercial Property

Executive Director Weil provided the staff report.

Motion by Director McGuire, second by Director Gomez to approve the Purchase and Sell Agreement as presented, authorize the Executive Director to sign all contractual documents and to open escrow with First American Title. Motion carried 5-0

Motion by Director Warren, second by Director McGuire to "A RESOLUTION OF THE CITY OF CALIFORNIA CITY SUCCESSOR AGENCY TO FINALIZE AND RECORD AN OFFICIAL MAP IN CALIFORNIA CITY, PORTION OF NORTH HALF OF SECTION 25, TOWNSHIP 32 SOUTH, RANGE 37 EAST, M.D.B.& M. TO REFLECT THE SUBDIVISION OF PARCEL" Motion carried 5-0

CONTINUED BUSINESS / COUNCIL

CB 1. Finance Department: Three-Year Professional Services Agreement (PSA) for Independent Audit Services

Finance Director O'Laughlin provided the staff report.

Some members of Council, as well as the public, voiced their concerns about not going with the lowest bidder. Others stated that cheapest doesn't always turn out to be the best choice, and the emphasis of this company on training is crucial.

Motion by Councilmember Warren, second by Mayor Pro Tem McGuire to award a threeyear PSA with Price, Paige & Company, Accountancy Corporation for Independent Audit Services in the Amount of \$146,055. Roll call vote as follows:

AYES: Warren, McGuire, Wood

NAYS: Gomez, Smith ABSTAIN: None ABSENT: None

CB 2. Police Department: Additional Funding for Radio Upgrade for Communications
Center

Dispatch Supervisor Michelle Jones provided the staff report.

Both the Council and the public had concerns with the way the "Request for Proposal" was put together and if there would be any recourse in regards to the contract.

Motion by Councilmember Warren, second by Mayor Pro Tem McGuire to approve the funding for SC Communications in the amount of \$ 10,954.39, and to have the city attorney review the contract. Roll call vote as follows:

AYES: Gomez, Smith, Warren, McGuire, Wood

NAYS: None ABSTAIN: None ABSENT: None

COUNCIL AGENDA

Councilmember Smith – compliments on the Hacienda Blvd. project
Councilmember Warren – requests agenizing the idea of raising the pay of the council and the Scouts being charged to use Scout Island facility
Mayor Wood – money raised for 2 Santa Paula K-9 vests

ADJOURNMENT

Motion by Mayor Pro Tem McGuire, second by Councilmember Warren to adjourn at 8:12 pm. Motion Carried

Respectfully submitted by,

Denise Hilliker, City Clerk

APPROVED BY CITY COUNCIL O	N

SPECIAL JOINT MEETING CALIFORNIA CITY SUCCESSOR AGENCY AND CITY COUNCIL OF CALIFORNIA CITY Tuesday, November 22, 2016 Council Chambers, 21000 Hacienda Blvd. MINUTES

CALL TO ORDER

Mayor Wood called the meeting to order at 5:30 pm. The City Clerk called the roll:

PRESENT: Gomez, Smith, Warren, Mayor Pro Tem McGuire, Mayor Wood

ABSENT: None

ADOPTION OF AGENDA

Motion by Mayor Pro Tem McGuire, second by Councilmember Warren to adopt the agenda. Motion carried, 5-0

CLOSED SESSION / CITY COUNCIL

CS 1. Pursuant to Cal. Gov't Code §54956.9(d)4: Potential Litigation (2) Cases

DJ Twohig and Al Hutson had comments in regards to not being told what or who the "potential" litigation pertains to; warned the council of violations of the Brown Act

REPORT OUT OF CLOSED SESSION

City Attorney Bettenhausen reported that the council discussed one of the potential initiation litigation cases where council gave direction to staff. Council will return to Closed Session following the end of the Special Joint Meeting to discuss the second case.

CALL TO ORDER

Mayor Wood called the meeting to order at 6:00 pm. Following the Pledge of Allegiance and Invocation, the City Clerk called the roll:

PRESENT: Gomez, Smith, Warren, Mayor Pro Tem McGuire, Mayor Wood

ABSENT: None

CITY CLERK REPORTS / LATE COMMUNICATIONS

JM Powers: Rite Aid, Our Lady of Lourdes Catholic Church and Kingdom of Jehovah's Witnesses are being wrongly charged water standby fees; Cal City Tract 6388 Parcels not charged parcel tax or water standby fees; City's water standby fee engineer's report does not meet requirements of the Uniform Standby Charge Procedures Act; Al Hutson: copy of the City of Maywood 2015 report completed by the State Auditor DJ Twohig: provided, via email, to council, questions and concerns regarding the Successor's Agency sale of property to Meister & Meister. Also the email stated the reasons behind his support for an increase of stipends to Councilmembers and Mayor.

STAFF ANNOUNCEMENTS / REPORTS

Lt Huizar – will be holding oral interviews for officers and dispatcher positions; recent search warrant served yielded drugs, ammunition and money, 2 were arrested; rise in deaths of police officers all over the country

Fire Chief Armstrong – December 1st is the anticipated move in date at the new station Public Works Director Platt – Department Stats; Hacienda Blvd. project has been completed Finance Director O'Laughlin – improving billing, new "past due" bill will go out instead of letter; auditors to be here the week of December 12th.

City Manager Weil - Alberto's is in escrow, 180 days to submit building plans

AB 1234 - Warren: attended Air Pollution Control Board, they are preparing for next year.

Gomez: attended a League of Cities meeting

Wood; attended Kern County Alliance, CDCR Advisory Committee; Kern Council of Governments; upcoming meeting, ACTIVE Transportation

CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS

Ed Fuller – requesting a volunteer to replace him since he is resigning his position in May 2017 with the Restoration Advisory Board, who monitors environmental cleanup within various communities

Carolinda Batiste – Optimist Club, Tree Lighting is on 12/3, lite parade down CCB; Conklin to Park, which will officially open Holiday Village

DJ Twohig – Gene Stump was latest speaker for mycalcity.org meeting; they now represent 46 stakeholders

PUBLIC BUSINESS FROM THE FLOOR

Lou Peralta – illegal dumping issues, WM will not accept small trailers instead of trucks Ron Smith – rumors going around about violations of the Brown Act; prayers for all our police officers

Al Hutson – archives not available on website; doubts attorney on his comments regarding the Brown Act; JM Powers has submitted numerous correspondences, with no response from council

Don Trumble – stated it is common practice to bring in an outside Police Chief, who is non bias

Pat Bohannon – no one knows why the the Police Chief was placed on admin leave, except for rumors; thinks this is political. Again Council explained that they are following normal protocol in regards to the Chief, and they cannot discuss personnel matters

DJ Twohig – others city streets need to be looked at; commended new Finance Director Lou Peralta – requests information on the Chiefs case. City Attorney Bettenhausen referred to a memo that stated that when alleged misconduct is reported it has to be investigated; normal practice to bring in outside investigator; this is common practice due to the nature of the department heads position; also normal for the next highest in rank to be in charge Norm Hill – believes the city needs to hire a public relations / media expert

Pricilla? – opposed finding out through a Nixel alert

Karen Macedonio – please be respectful of the process; citizens are feeding their own fear; questioned if the city is safe. Mayor Wood replied that the city is still being covered 24 hr a day

Mary Wady – thanked all those involved in the canned food drive, 58 baskets were filled Beth Tona – in regards to the Police Chief matter, she stated that CM Weil should be fired

CONSENT CALENDAR / CITY COUNCIL

CC 1. CITY CHECK REGISTERS dated through 11/17/16

Staff addressed the public's questions.

Motion by Mayor Pro Tem McGuire, second by Councilmember Warren, to approve the consent calendar. Roll call vote as follows:

AYES: Gomez, Smith, Warren, McGuire, Wood

NAYS: None

ABSTAIN: Smith ck# 98760 Warren ck# 98790

ABSENT: None

NEW BUSINESS / CITY COUNCIL

CB 1. Scout Island: Waiver of Fees for Local Boys and Girl Scout Troop

Public Works Director Platt provided the staff report.

The public voiced their views that the scouts should never have to pay any fees, due to all the volunteer time they spent helping to build it.

Motion by Mayor Wood, second by Councilmember Warren to waive the facility fee for 6 months pending a new contract with the scouts (given adequate time to compose) Motion carried 5-0

Mayor called for a 10 minute recess, reconvening at 8:15 pm.

NEW BUSINESS / SUCCESSOR AGENCY

NB 1. Sale of Commercial Property

Due to conflict of interest, Councilmember Gomez stepped down from the dais. Executive Director Weil provided the staff report.

The public and council raised concerns and questions about the appraisal. Several real estate agents were upset that they were not allowed to market the property, though the city sent out letters to local agents about the availability of said property.

Motion by Director McGuire, second by Director Gomez to approve the Purchase and Sell Agreement as presented, authorize the Executive Director to sign all contractual documents and to open escrow with First American Title. Motion carried 5-0

NEW BUSINESS / CITY COUNCIL

NB 1. Finance Department: Payment to Cal OES for closeout of FEMA Disaster DR-1952 Finance Director O'Laughlin provided the staff report.

City Attorney added that there are restrictions per state law but the current amount could be changed by Ordinance. Also this increase would not go into effect until after the next election in November 2018.

Motion by Mayor Pro Tem McGuire, second by Councilmember Gomez to approve payment, which includes transfer from reserves, to Cal OES. Roll call vote as follows:

AYES: Gomez, Smith, Warren, McGuire, Wood

NAYS: None ABSTAIN: None ABSENT: None

NB 2. Proposed Increase in Elected Officials Stipends

Finance Director O'Laughlin provided the staff report.

Several citizens stated that they believe an increase in the council's stipend will encourage Service and be more respective to their opinions and analyses.

All councilmembers, including the Mayor, firmly expressed that they were not serving for the money.

Motion by Mayor Pro Tem McGuire, second by Councilmember Gomez to **not** increase the the council's stipend. Roll call vote as follows:

AYES: Gomez, Smith, Warren, McGuire, Wood

NAYS: None ABSTAIN: None ABSENT: None

NB 3. Municipal Code Maintenance: Title 7

Public Works Director Platt provided the staff report. This ordinance is clearly a housekeeping item.

Motion by Mayor Pro Tem McGuire, second by Councilmember Warren to give first reading, by title only, of "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING THE CALIFORNIA CITY MUNICIPAL CODE AS IT RELATES TO THE FREQUENCY OF BILLING FOR WATER AND SEWER SERVICES AND COSTS ASSOCIATED WITH SERVICE CONNECTIONS" Roll call vote as follows:

AYES: Gomez, Smith, Warren, McGuire, Wood

NAYS: None ABSTAIN: None ABSENT: None

NB 4. Police Department: Purchase of Fingerprint Readers in order to operate Mobile Data Computers (MDC'S)

Police Lt. Huizar provided the staff report.

Motion by Councilmember Warren, second by Mayor Pro Tem McGuire, to approve funding as presented. Roll call vote as follows:

AYES: Gomez, Smith, Warren, McGuire, Wood

NAYS: None ABSTAIN: None ABSENT: None

NB 5. Public Works Department: City Engineer Contract

Public Works Director Platt provided the staff report.

Motion by Councilmember Warren, second by Mayor Pro Tem McGuire, to honor the remaining contract through March 31, 2018 and release a RFQ for city engineering services six months before the contract end date. Roll call vote as follows:

AYES: Gomez, Smith, Warren, McGuire, Wood

NAYS: None ABSTAIN: None ABSENT: None

COUNCIL AGENDA

Councilmember Smith –Hacienda Blvd. project very smooth; street patching is worse than better; issues with dead trees that code enforcement needs to look into

Councilmember Warren – inquired if there was gang enforcement yet? Staff replied, yes. Is requesting that CM Weil step down at this time

Mayor Pro Tem McGuire – Happy Thanksgiving; look out for your neighbors

Mayor Wood – Happy Thanksgiving; need volunteers for Holiday Village.

At 10:30 pm council went back into closed session to discuss 2nd potential initiation litigation.

REPORT OUT OF CLOSED SESSION

Bettenhausen reported that the item was discussed and direction was given to staff.

ADJOURNMENT

Motion by Mayor Pro Tem McGuire, second by Councilmember Warren to adjourn at 11:12 pm. Motion Carried

Respectfully submitted by,

Denise Hilliker, City Clerk

APPROVED BY CITY COUNCIL ON _	
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CITY COUNCIL

May 23, 2017

TO:

Mayor and City Council

FROM:

Jeanie O'Laughlin, Finance Director

SUBJECT: Approval of Applications for OHMVR Grant FY 17/18

BACKGROUND:

At the Council meeting on February 28, 2017, the Council approved the Grant Cost Estimate document for OHMVR Division 2017/2018 Grant Year Applications for Law Enforcement and Ground Operations. During the Public Comments period, March 3rd – April 3rd, 2017 changes were required to be made resulting in the revised cost estimates.

RECOMMENDATION:

Staff asks for Council to adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA APPROVING THE OHMVR DIVISION 2017/18 GRANT YEAR APPLICATIONS FOR THE CALIFORNIA CITY OHV PROGRAM"

FISCAL IMPACT:

No additional fiscal impact until we are granted the funds.

ENVIRONMENTAL ACTION:

None.

ATTACHMENTS:

Application for Ground Operations and Law Enforcement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING THE OHMVR DIVISION 2017/2018 GRANT YEAR APPLICATIONS FOR THE CALIFORNIA CITY OHV PROGRAM

THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY RESOLVES as follows:

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for planning, acquiring, developing, operating, conserving and maintaining off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division within the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation to certify by resolution the approval of applications before submission to the State; and

WHEREAS, this project appears on, or is in conformity with, this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding this project:

NOW THEREFORE BE IT RESOLVED that the City Council of the City of California City hereby:

- 1. Approves the filing of an application for an OHMVR Division 2017/2018 Grant in the total amount of \$ 915,406.00, detailed in the following grant categories:
 - a. Law Enforcement

\$ 456,148.00

b. Ground Operations

\$ 459,258.00

- 2. Certifies that this agency understands its legal obligations to the State upon approval of the grant; and
- 3. Certifies that this agency understands the California Public Resources Code requirements that acquisition and development projects be maintained to specific conservation standards; and
 - 4. Certifies that the project will be well-maintained during its usual life; and
- 5. Certifies that this agency will implement the project with diligence once funding is available and a Project Agreement has been consummated between the State and this agency; and
- 6. Certifies that this agency will provide the required matching funds (as applicable); and

California City Finance Department to conduct all negotiations and execute and submit all required documents, amendments, payment requests, etc. which may be necessary of the project.
PASSED, APPROVED AND ADOPTED this day of May, 2017 by the following roll cal vote:
AYES: NAYS: ABSTAIN: ABSENT:
Jennifer Wood, Mayor ATTEST:
Denise Hilliker, City Clerk (seal)
STATE OF CALIFORNIA) COUNTY OF KERN)
I, Denise Hilliker, City Clerk of the City of California City, California, hereby certify that the foregoing Resolution was made by the City Council of the City of California City at their regular meeting of , 2017 and was duly passed, approved and adopted by the following vote:
AYES: NAYS: ABSTAIN: ABSENT:
Denise Hilliker, City Clerk Date (seal)

Law Enforcement Needs for Grants and Cooperative Agreements Program - 2016/2017 4/28/2017 Agency: City of California City Application: Law Enforcement

FOR OFFICE USE ONLY:	Version #	APP#

ITEM 1. Proposed Project

This project will provide for OHV related law enforcement work within the City of California City jurisdiction. There is an increased need for OHV law enforcement and patrol both in the populated area of California City and in the OHV recreation area and the staffing level requirement has subsequently increased. The activities performed will include, but are not limited to, OHV patrol of both the populated area of California City as well as the OHV recreation area, barrier installation, maps, search and rescue and purchase of equipment related to such activities. The California City riding area sits in a triangle bordered by State Route Highways 14, 395 and 58. This includes areas of Kern and San Bernardino counties, and the Bureau of Land Management Rands Mountain management area. Visitors and residents are provided with educational information with maps and brochures regarding the area as well as safe and responsible OHV recreation. Officers working the Desert Incident Response Team (D.I.R.T.) assignement are provided with safety and enforcement training to include city permits and state OHV laws.

Please note the statement referring to an increased need for OHV law enforcment and patrol both in the populated area of California City and in the OHV recreation area is a statement based on past applications although there is a definite need to be filled and this statement was meant to emphasize that need. The reduction in grant award for the law enforcement grant category has negatively affected this department and this department desires to show the need as a matter of urgency.

ITEM 2. Project Coverage

The California City limited use riding area is approximately 180 square miles.

ITEM 3. Describe the frequency of the patrols

Patrol checks of the riding area and Command Post are conducted daily.

ITEM 4. Deployment of Personnel

There are 22 full-time and part-time law enforcement officers that share patrol and response duties in the OHV riding area. The City continues to have its OHV Law Enforcement/Rescue Volunteer program and there are 30 non-sworn volunteer personnel who assist law enforcement officers. Fire investigators assist with illegal burning as well as issue citations and make arrests for other OHV violations.

District and County Information

A. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

State Senate 01	☐ State Senate 02	☐ State Senate 03		☐ State Senate 05
☐ State Senate 06	☐ State Senate 07	☐ State Senate 08	☐ State Senate 09	State Senate 10
☐ State Senate 11	☐ State Senate 12	☐ State Senate 13	State Senate 14	State Senate 15
State Senate 16	State Senate 17	☐ State Senate 18	State Senate 19	State Senate 20
☐ State Senate 21		☐ State Senate 23	State Senate 24	☐ State Senate 25
☐ State Senate 26		☐ State Senate 28	☐ State Senate 29	☐ State Senate 30
☐ State Senate 31	☐ State Senate 32	☐ State Senate 33	☐ State Senate 34	☐ State Senate 35
☐ State Senate 36	☐ State Senate 37	☐ State Senate 38	☐ State Senate 39	State Senate 40

B. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

State Assembly 01	State Assembly 02	State Assembly 03	State Assembly 04	State Assembly 05
State Assembly 06	State Assembly 07	State Assembly 08	☐ State Assembly 09	T. State Assembly 10
State Assembly	☐ State Assembly 12	☐ State Assembly 13	☐ State Assembly 14	State Assembly
State Assembly 16	State Assembly 17	☐ State Assembly 18	☐ State Assembly 19	State Assembly 20
State Assembly 21	State Assembly 22	State Assembly 23	☐ State Assembly 24	State Assembly 25
☐ State Assembly 26	☐ State Assembly 27	State Assembly 28	☐ State Assembly 29	☐ State Assembly 30
☐ State Assembly 31	☐ State Assembly 32	☐ State Assembly 33	☐ State Assembly 34	State Assembly
State Assembly 36	State Assembly 37	State Assembly 38	T State Assembly 39	☐ State Assembly 40
☐ State Assembly 41	☐ State Assembly 42	State Assembly 43	State Assembly 44	☐ State Assembly 45
State Assembly 46	☐ State Assembly 47	State Assembly 48	T. State Assembly 49	☐ State Assembly 50
F State Assembly 51	State Assembly 52	State Assembly 53	State Assembly 54	☐ State Assembly 55
State Assembly 56	State Assembly 57	State Assembly 58	State Assembly 59	√ State Assembly 60
State Assembly 61	State Assembly 62	State Assembly 63	State Assembly 64	State Assembly 65
State Assembly 66	State Assembly 67	State Assembly 68	State Assembly 69	√ State Assembly 70
State Assembly 71	State Assembly 72	State Assembly 73	State Assembly 74	State Assembly 75
State Assembly 76	State Assembly 77	State Assembly 78	State Assembly 79	State Assembly 80

C. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (https://www.govtrack.us/congress/members/CA) in your browser to determine the Congressional district(s).

Congressional District 1	Congressional District	Congressional District	Congressional District
Congressional District	Congressional District	Congressional District	☐ Congressional District 16
Congressional District	Congressional District	Congressional District	Congressional District 2
Congressional District 20	Congressional District 21	Congressional District 22	Congressional District 23
Congressional District 24	Congressional District 25	Congressional District 26	Congressional District 27
Congressional District 28	Congressional District 29	Congressional District 3	Congressional District
Congressional District	Congressional District 32	Congressional District	Congressional District

Law Enforcement Needs for Grants and Cooperative Agreements Program - 2016/2017 4/28/2017 Agency: City of California City Application: Law Enforcement

•	Congressional 35	District ☐ Co 36	ongressional District	Congressiona	l District 「Co 38	ongressional District
	☐ Congressional 39	District Co	ngressional District 4	Congressiona	l District 「Co 41	ongressional District
	Congressional 42	District ☐ Co 43	ongressional District	Congressiona	Il District 「Co 45	ongressional District
	Congressional 46	District Co	ongressional District	Congressiona 48	Il District 「Co 49	ongressional District
	☐ Congressional	District 5 ☐ Co 50	ngressional District	Congressiona 51	l District 「Co 52	ongressional District
	Congressional 53	District IT Co	ngressional District 6	Congressiona	I District 7 ☐ Co	ongressional District 8
	☐ Congressional	District 9				
D. County						
S	elect one or more	of the California	Counties where the	proposed project	activities will occ	eur.
	∏:Alameda		∏: Amador	厂 ·Butte	Calaveras	厂 Colusa
	厂Contra Costa	☐ Del Norte	☐ El Dorado	☐ Fresno	厂 Glenn	
	∏ Imperial	∏ Inyo	⊠ Kem	厂Kings	∏: Lake	厂 Lassen
	Los Angeles	Madera	Г Marin	Г Mariposa		☐ Merced
		「 Mono		Г Nара	√ Nevada	「 Orange
	∏:Placer	「 Plumas	Γ Riverside	「Sacramento	F∃San Benito	厂San Bernardino
	厂San Diego	F ∵San Francis	со ГSan Joaquin	「San Luis Obispo	☐ San Mateo	「Santa Barbara
	「Santa Clara	☐:Santa Cruz	√ Shasta	☐ Sierra	☐ Siskiyou	厂Solano
	厂 Sonoma	☐ Stanislaus	□ Sutter	Г ≒Tehama	∏ : Trinity	∏ Tulare
	F. Tuolumno	□:Vontura	F∵Volo	⊏ Vuba		

LE Certification for Grants and Cooperative Agreements Program - 2016/2017 Agency: City of California City

Application: Law Enforcement

FOR OFFICE USE ONLY:	Version #	APP#

Law Enforcement - Page 1

- Identify areas with high priority law enforcement needs because of public safety, cultural resources, and sensitive environmental habitats, including wilderness areas and areas of critical environmental concerns:
 - The OHV team responds to many emergency and non-emergency OHV related calls each year in the entire OHV recreation area, some with riding related injuries. Campsites are patrolled to ensure visitors/riders/campers are aware of LE presence. These checks allow LE to interact with the visitors/riders/campers, distributing information with an emphasis on responsible and safe OHV recreation. LE also patrols the bordering Desert Tortoise Research and Natural Area (DTRNA) for trespassing. City route CC10 is located close to the fenced preserve, thus, an increased need for monitoring off-route violations in that area.
 - Please note there is only ONE OHV recreation area in California City. This area covers over 180 square miles and that entire area is considered by this department as high priority.
- Describe how the proposed Project relates to OHV Recreation and will sustain OHV Recreation, motorized offhighway access to non-motorized recreation, or OHV Opportunities associated with the Project Area:
 - The city of California City has a special ordinance that permits OHV recreation within the city as long as it does not have a negative financial impact on the city. This grant, along with local permit fees, will cover OHV related expenses. Law enforcement personnel provide enforcement of OHV regulations and laws, and manage the recreation to achieve cooperation with OHV visitors/riders/campers as well as homeowners within the OHV recreation area and the populated area of the city.
- 3. Describe the Applicant's formal or informal cooperation with other law enforcement agencies: Informal cooperation is maintained with law enforcement agencies holding jurisdiction adjacent to the OHV recreation area. These agencies include BLM Ridgecrest, Kern County Sheriff's Department, San Bernardino County Sheriff's Department, Hungry Valley SVRA and Tehachapi Police Department. Formal cooperation with the California Highway Patrol in the form of a memorandum of understanding is in place. Interactions with these agencies are common during the riding season, especially heavy use weekends. Kern County Desert Search and Rescue and the Bureau of Land Management utilize our facilities to provide information for the nearby OHV recreation areas.

Law Enforcement - Page 2

4.	Does the Applicant recover a portion of the law enforcement costs directly associated	(F)	Yes	€	No
	with privately sponsored OHV events where sponsors have obtained a local permit?				

Explain:

The city charges a special event permit fee to sponsors of OHV events to pay for law enforcement related expenses.

- 5. The Applicant agrees to implement a public education program that includes Yes No information on safety programs available in the area and how to report OHV violations?
- Describe the Applicant's OHV law enforcement training program including how the training program educates
 personnel to address OHV safety and natural and cultural resource protection:
 - Additional training for new OHV law enforcement officers is provided by field training officer familiar with the OHV recreation area. The training includes emergency OHV operation, testing on OHV laws and familiarization with the adjacent DTRNA boundaries and laws concerning the preserve area.

Law Enforcement - Page 3

- 7. Is the proposed project in accordance with local or federal plans and the OHMVR Yes Yes No Division Strategic Plan?
- 8. LOCAL AGENCIES ONLY Describe the Applicant's policies and/or agreements regarding enforcement on federal land:

LE Certification for Grants and Cooperative Agreements Program - 2016/2017 Agency: City of California City Application: Law Enforcement

California City has federal land within the city limits. The city has an agreement to assist BLM LE personnel. Determination is made by BLM and local LE if either federal or local statute enforcement would apply in any given circumstance.

COUNTIES ONLY - Describe how the OHV in-lieu of tax funds are being used and whether the use of these
fees complements the Applicant's project:

Law Enforcement - Page 4

APPLICANTS WHO MANAGE OHV RECREATION FACILITIES – Describe how your organization is meeting its
operation and maintenance needs:

The city uses both OHMVR division funding and local permit fees to cover the basic supply cost and maintenance of the facility (Borax Bill Station at Borax Bill Park). A small group of paid full and part-time park aids/general service workers are trained to assist with the operation and maintenance of the OHV compound and vehicles.

11. The Applicant agrees to enforce the registration of OHVs and the other provision of Pyes No Division 16.5 commencing with Section 38000 of the vehicle code and to enforce other applicable laws regarding the operation of OHVs?

ADDI ICANT NAME:		•••	ersion #	^	PP#		
APPLICANT NAME :	City of California City						
PROJECT TITLE :	Law Enforcement			1	PROJECT NUMBER Division use only) :	G16-03-26-L01	-
PROJECT TYPE :	F : Law Enforcement	F Resto	oration	Education	& Safety	Acquisition	
	☐ Development	☐ Grou	nd Operations	F Planning			
This project will provide for OHV related law enforcement work within the City of California City jurisdiction. There is an increased need enforcement and patrol both in the populated area of California City and in the OHV recreation area and the staffing level requirement increased. The activities performed will include, but are not limited to, OHV patrol of both the populated area of California City as well recreation area, barrier installation, maps, search and rescue and purchase of equipment related to such activities. The California City triangle bordered by State Route Highways 14, 395 and 58. This includes areas of Kem and San Bernardino counties, and the Bureau Management Rands Mountain management area. Visitors and residents are provided with educational information with maps and brown area as well as safe and responsible OHV recreation. Officers working the Desert Incident Response Team (D.I.R.T.) assignement are provided with safety and enforcement training to inclustate OHV laws. Please note the statement referring to an increased need for OHV law enforcement and patrol both in the populated area of Cathe OHV recreation area is a statement based on past applications although there is a definite need to be filled and this state emphasize that need. The reduction in grant award for the law enforcement grant category has negatively affected this department desires to show the need as a matter of urgency.							s subsequently the OHV ding area sits in a f Land ares regarding the e city permits and
	emphasize that need. The	reduction in grant	award for the law enfor				
Line Item	emphasize that need. The	reduction in grant	award for the law enfor		ory has negatively af		nent and this
Line Item DIRECT EXPENSES	emphasize that need. The	reduction in grant a	award for the law enfore atter of urgency.	ement grant categ	ory has negatively af	fected this departn	
	emphasize that need. The	reduction in grant a	award for the law enfore atter of urgency.	ement grant categ	ory has negatively af	fected this departn	nent and this
DIRECT EXPENSES	emphasize that need. The	reduction in grant a	award for the law enfore atter of urgency.	ement grant categ	ory has negatively af	fected this departn	nent and this

Line Item	Qty	Rate	UOM	Grant Req.	Match	Inkind	Total
application as OHV calls are made 24 hours per day and it is necessary for us to have a supervisor available, both morning and afternoon shifts. Both Sergeants will handle all types of OHV calls and emergencies.							
2. Law Enforcement Officers Notes: Six full-time law enforcement officers working 40% of their shifts in OHV response area. LEOs respond to up to 50 OHV related calls on busy weekends and almost daily to complaints of off-route or in-city travel. At times there are simultaneous calls and this requires more than one officer to respond to these types of calls.	6240.0000	40.000	HRS	163,698.00	85,902.00	0.00	249,600.00
3. Law Enforcement Officers Notes: Part-time LE Reservists assisting regular LEs on heavy-use OHV holiday weekends and call-out search and rescue operations.	4160.0000	25.000	HRS	79,000.00	25,000.00	0.00	104,000.00
4. Technician Notes: Park Information Clerks working the main counter at Borax Bill Park. These employees issue local permits, provide local riding rules and maps, and assist in the coordination of emergency personnel in locating injured or missing riders. Technicians are full-time city staff specially trained in emergency response coordination and are only used for law enforcement purposes.	300.0000	30.000	HRS	9,000.00	0.00	0.00	9,000.00
5. Park Aid Notes: Two part-time park staff assisting OHV visitors with maps, information, traffic control of OHVs in and around Borax Bill Park during peak	2100.0000	15.000	HRS	30,500.00	1,000.00	0.00	31,500.00

	Line Item	Qty	Rate	иом	Grant Req.	Match	Inkind	Total
	times of congestion, distributing safety fliers. Only LE activities will be claimed under LE grant. Any other ground operations performed by park aids will be under ground operations grant. Note: Park aids do not participate in patrolling the OHV recreation area and this activity is not delineated in their job description. Park aids to serve a support function for law enforcement who DO patrol the area.							
	D.I.R.T. Volunteer-LE/S&R/Informat Notes: Volunteers who assist law enforcement in camp checks and search and rescue operations.	400.0000	14.000	HRS	0.00	5,600.00	0.00	5,600.00
Total	for Staff				344,598.00	137,502.00	0.00	482,100.00
2	Contracts						PP-14-11-11-11-11-11-11-11-11-11-11-11-11-	
	1. Air Time Notes: Rental helicopter to patrol OHV response area. Unit will perform the following but not limited to patrol for OHV trespass, off-trail violations, search for lost riders, and transport emergency personnel to remote OHV accident scenes.	80.0000	350.000	HRS	28,000.00	0.00	· 0.00	28,000.00
3	Materials / Supplies			·		+*************************************	*	
	Emergency Medical Supplies Notes : Emergency Medical Supplies for use in the OHV response area	12.0000	400.000	моѕ	4,800.00	0.00	0.00	4,800.00
	2. Safety Equipment Notes: Personnel and volunteer issue safety boots for traversing rough terrain during rescue and LE contacts, jackets, high-visibility safety vests for air ambulance landings or maintenance, response gear.	20.0000	200.000	MISC	4,000.00	0.00	0.00	4,000.00

Line Item	Qty	Rate	UOM	Grant Req.	Match	Inkind	Total
Outfit 20 personnel as needed per level of training.			1	1			
3. Equipment and Vehicle Supplies Notes: Vehicle equipment, MDT parts, special equipment repairs, antennas and batteries.	12.0000	600.000	MOS	7,200.00	0.00	0.00	7,200.00
4. Signs Notes: Replace legal signage at entrances to OHV area and Borax Bill Park, OHV speed limit signs and caution signs near camp sites, city OHV public spaces, etc.	4.0000	1000.000	EA	4,000.00	0.00	0.00	4,000.00
5. Safety Equipment Notes: Radios needed for communication between officers working in the OHV riding area and police dispatch.	4.0000	950,000	EA	1,900.00	1,900.00	0.00	3,800.00
for Materials / Supplies				21,900.00	1,900.00	0.00	23,800.00
Equipment Use Expenses							
Vehicle Operations and Maintenance	12.0000	500.000	MOS	5,000.00	1,000.00		
Notes : Vehicle maintenance of ten vehicles in OHV fleet including LE trucks, side-by-sides, quads and used military vehicles such as Humvees				5,000.00	1,000.00	0.00	6,000.00
fleet including LE trucks, side-by-sides, quads and	1800.0000	4.000	EA	7,200.00	0.00	0.00	7,200.00

	Line Item	Qty	Rate	иом	Grant Req.	Match	Inkind	Total
-	Note: Equipment renal vehicles referred to include but are not limited to standard department vehicles used by officers patrolling the OHV recreation area. Vehicles such as SUVs, and/or patrol cars are utilized and none of these vehicles have been purchased with OHV funds.					\$-		
Total	for Equipment Use Expenses				12,200.00	18,100.00	0.00	30,300.00
5	Equipment Purchases							
6	Others							
Total	Program Expenses				406,698.00	157,502.00	0.00	564,200.00
тота	L DIRECT EXPENSES		·····		406,698.00	157,502.00	0.00	564,200.00
INDIR	ECT EXPENSES							
Indire	ct Costs		VIII.					
1	Indirect Costs	μ	V		-			
	Indirect Costs-Project manager Notes: Project management cost including but not limited to payroll, scheduling, invoice preparation, expense tracking, and copy expenses	1040.0000	30.000	HRS	21,200.00	10,000.00	0.00	31,200.00
	Indirect Costs-Electricity Notes: Per month electricity cost for Borax Bill Park Station/Command Post Building. Does not include bathroom/shower facility expense covered under ground operations grant.	12.0000	600.000	MOS	7,200.00	0.00	0.00	7,200.00
	Indirect Costs-Water service Notes : Water service fee for Borax Bill Park Station/Command Post building.	12.0000	300.000	MOS	3,600.00	0.00	0.00	3,600.00
	4. Indirect Costs-Administrative Sergeant	325.0000	50.000	HRS	16,250.00	0.00	0.00	16,250.00

4/28/2017

Line Item	Qty	Rate	UOM	Grant Req.	Match	Inkind	Total
Notes: The Administrative Sergeant will create scheduling and handle legal issues of the city's OHV program as well as coordinate with all allied agencies. OHV calls are made 24 hours per day, thus the need for both an administrative sergeant and a patrol sergeant (request made for the patrol sergeant under the Staff category in this grant application). The administrative sergeant will also respond to OHV calls and emergencies on an as needed basis.				3			
5. Indirect Costs-Office Supplies Notes: Office supplies such as paper, toner, envelopes, forms.	12.0000	100.000	MOS	1,200.00	0.00	0.00	1,200.00
Total for Indirect Costs				49,450.00	10,000.00	0.00	59,450.00
Total Indirect Costs				49,450.00	10,000.00	0.00	59,450.00
TOTAL INDIRECT EXPENSES				49,450.00	10,000.00	0.00	59,450.00
TOTAL EXPENDITURES				456,148.00	167,502.00	0.00	623,650.00

	Category	Grant Req.	Match	Inkind	Total	Narrative				
DIREC	DIRECT EXPENSES									
Progr	Program Expenses									
1	Staff	344,598.00	137,502.00	0.00	482,100.00					
2	Contracts	28,000.00	0.00	0.00	28,000.00					
3	Materials / Supplies	21,900.00	1,900.00	0.00	23,800.00					
4	Equipment Use Expenses	12,200.00	18,100.00	0.00	30,300.00					
5	Equipment Purchases	0.00	0.00	0.00	0.00					
6	Others	0.00	0.00	0.00	0.00					
Total	Program Expenses	406,698.00	157,502.00	0.00	564,200.00					
ТОТА	L DIRECT EXPENSES	406,698.00	157,502.00	0.00	564,200.00					
INDIF	RECT EXPENSES									
Indire	ect Costs									
1	Indirect Costs	49,450.00	10,000.00	0.00	59,450.00					
Total	Indirect Costs	49,450.00	10,000.00	0.00	59,450.00					
TOTA	AL INDIRECT EXPENSES	49,450.00	10,000.00	0.00	59,450.00					
TOTA	AL EXPENDITURES	456,148.00	167,502.00	0.00	623,650.00					

4/28/2017
Environmental Review Data Sheet (ERDS) for Grants and Cooperative Agreements Program - 2016/2017
Agency: City of California City
Application: Law Enforcement

	FOR OFFICE USE ONLY: Version # APP #				
1	TEM 1 and ITEM 2				
	ITEM 1				
a.	ITEM 1 - Has a CEQA Notice of Determination (NOD) been filed for the Project?	٢	Yes	6	N o
	ITEM 2				
b.	Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b))	٢	Yes	6	N o
1	TEM 3 - Project under CEQA Guidelines Section 15378				
C.	ITEM 3 - Are the proposed activities a "Project" under CEQA Guidelines Section 15378?	٣	Yes	F	N o
d.	The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "Project" under CEQA.	6	Yes	r	N 0
e.	Other. Explain why proposed activities would not cause any physical change in the environment foreseeable indirect physical change in the environment, and are thus not a "Project" under CEC complete ITEMS 4 – 10.				oly
1	TEM 4 - Impact of this Project on Wetlands				
1	TEM 5 - Cumulative Impacts of this Project				
1	TEM 6 - Soil Impacts				
Ì	TEM 7 - Damage to Scenic Resources				
- 1	TEM 8 - Hazardous Materials				
	Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)?	٢	Yes	۲	N o
	If YES, describe the location of the hazard relative to the Project site, the level of hazard and the taken to minimize or avoid the hazards:	e m	easure	es to	be
1	ITEM 9 - Potential for Adverse Impacts to Historical or Cultural Resources				
	Would the proposed Project have potential for any substantial adverse impacts to historical or cultural resources?	٢	Yes	۲	N
	Discuss the potential for the proposed Project to have any substantial adverse impacts to histor resources:	ical	or cul	tural	
. 0	ITEM 10 - Indirect Significant Impacts				

CEQA/NEPA Attachment

4/28/2017

FOR OFFICE USE ONLY:	Version #	APP #

1. Project Description

A. Statement of GO Activity

This project will assist the California City Off-higway Recreation Area/Program in supporting and sustaining OHV opportunity within the city's OHV Recreation Area. Full-time and temporary part-time workers and volunteers will maintain and improve facilities and routes available for OHV recreation. With such a large area of responsibility, there are needs to be addressed that will require a full staff and funding.

- Clean,paint, repair or replace facilities such as restrooms, picnic tables/shade coverings, trash cans, bulletin boards/kiosks, signs
- · Monthly pest control treatment for park, restrooms, station building
- · Trash collection/disposal
- Provide for utilities electricity and water for Borax Bill Park Buildings. These costs are separate from those requested in the Law Enforcement Grant
- Purchase maintenance and/or safety supplies (gloves, safety boots, safety vests, cleaning supplies, trash bags, toilet
 paper, paper towels, paint, fuel, oil and tires, cutting edges for motor grader, tires and maintenance costs for heavy
 equipment.
- Maintain existing equipment such as ATVs, UTVs, other vehicles, tools and machinery used in maintenance, smog certification for appropriate vehicles, oil changes, other vehicle repair
- · Purchase and install safety, directional and public education signs
- Post and update kiosk signs and information pieces, refill brochure supplies/maps along routes and on city properties/parks in the OHV area
- · Purchase peeler posts for safety barricades and place appropriate signage to encourage on-route travel
- · Maintenance for existing posts and signs
- · Purchase reflectors for placement on new or existing posts and signs for safety
- Produce and print OHV rider map for the area. We will utilize a previously printed map and improve the amount of information, the size of print, and increase the size of the map to make a more reader-friendly publication
- Perform tread work on existing routes with the use of hand tool labor and heavy equipment and install new or repair
 existing erosion control features (culverts/water bars) This work will allow for the upkeep and maintenance of multiple
 use trails as well as maintaining the provision of varied skill levels of riding within the project area
- Perform annual route and soil monitoring and determine additional maintenance needs in accordance with the 2008 Soil Conservation Standard and Guidelines
- Contract with Farmworker Institute of Education & Leadership Development (F.I.E.L.D.) to assist with projects such as roadside clean-ups and trail work in the project area
- · Use of heavy equipment to apply materials to routes as needed to prevent and correct erosion
- · Purchase a 4WD/4-door pick-up truck for the crew to use in ground operations projects
- · Utilize volunteers when available
- Maintain routes in the project area to ensure multi-use capabilties. Examples of multiple uses of the California
 City OHV routes and area include hiking, birding, equestrian trails and activities and geochaching as well as offhighway vehicle recreation such as ATV, Dirt Bikes, 4X4 vehicles.
- Regarding the use of recycled materials, there are materials on-site (dirt,soil) that are utilized in the execution
 of ground operations projects.

This ground operations grant is asking for an increase of \$22,120.00 to cover various costs. The grant is requesting more funds to cover the cost of the necessary heavy equipment repairs and need for new tires. In addition, there is a need to increase staff costs to cover the full-time workers yearly pay increases (with the accompanying employment benefit expenses). In the current ground operations grant, adjustments have been made to cover the pay increases of full-time employees.

B. Relation of Proposed Project to OHV Recreation

The OHV community comes to California City because of easy access. At Borax Bill Park, the OHV staging area for the

Project Description for Grants and Cooperative Agreements Program - 2016/2017 Agency: City of California City

Agency: City of California City Application: Ground Operations

city, visitors find fresh water and restroom facilities with flush toilets and showers. Trash containers are available yearround, allowing visitors to comply with Pack-It-In, Pack-It-Out for the area. Solar lighting illuminates the park for
convenience and safety. Trails from the park lead into the city where OHV visitors will find restaurants, supplies and fuel.
Equipment is used to maintain and monitor routes and trails so OHV visitors can enjoy a safe ride, making the area a
family destination. These routes are great for young riders to learn responsible recreation and allow easier access for
emergency responders enroute to injured or lost/missing riders. There are some difficult routes to challenge the more
seasoned riders as well.

C. Describe the size of the specific Project Area(s) in acres and/or miles

The California City limited use riding area is approximately 180 square miles, all within California City limits to include over 1800 miles of dirt roadways designated as OHV trails/routes. Staff is responsible for maintaining, signing, and monitoring all 180 square miles. There are 9 designated city parks in the area, including Borax Bill Park - the only developed park in the OHV recreation area. The other 8 parks are open for improvement and further development.

D. Location and description of OHV opportunities

California City is the hub of OHV activity in the East Kern County desert. The OHV recreation area routes in California City links riders to BLM areas including the Rand Mountains, Red Mountain, Cuddeback Dry Lake Bed, Jawbone Canyon and Dove Springs and in to the populated area of California City, Randsburg, Johannesburg and Red Mountain. There are almost unlimited camping opportunities in Caifornia City and a privately owned motocross track hosting races during the riding season from October through May. There are numerous organized rides and poker runs every year in California City. Based on data collected through the local permit system, many of the OHV visitors come from Los Angeles, Kern, Riverside, Tulare and Ventura counties.

2. Rerouting Requirements

Rerouting

(a)	Does your project involve rerouting of any roads and trails?		V	N
(a)	boes your project involve relouting or any roads and trails?) Yes	- ~	

If response to question (a) is 'Yes', a Project timeline, conceptual drawings and site plans are required (See 'Attachments' tab at the top of the screen)

If response to question (a) is 'No', skip details related to rerouting

3. District and County Information

A. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

☐ State Senate 01	☐ State Senate 02	☐ State Senate 03	☐ State Senate 04	☐ State Senate 05
☐ State Senate 06	☐ State Senate 07			☐ State Senate 10
☐ State Senate 11	☐ State Senate 12	☐ State Senate 13	☐ State Senate 14	State Senate 15
State Senate 16	☐ State Senate 17	☐ State Senate 18	□ State Senate 19	☐ State Senate 20
☐ State Senate 21	State Senate 22	☐ State Senate 23	☐ State Senate 24	State Senate 25
☐ State Senate 26	☐ State Senate 27	☐ State Senate 28	□ State Senate 29	☐ State Senate 30
State Senate 31	State Senate 32	☐ State Senate 33	☐ State Senate 34	☐ State Senate 35
☐ State Senate 36	☐ State Senate 37	☐ State Senate 38	State Senate 39	☐ State Senate 40

B. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur.

Copy and Paste the L browser to determine	IRL (http://www.legisla the State Assembly di	ture.ca.gov/legislators strict(s).	_and_districts/districts	/districts.html) in your
☐ State Assembly 01	C State Assembly 02	State Assembly 03	State Assembly 04	☐ State Assembly 05
☐ State Assembly 06	State Assembly 07	☐ State Assembly 08	State Assembly 09	☐ State Assembly 10
State Assembly	☐ State Assembly 12	☐ State Assembly 13	☐ State Assembly 14	State Assembly 15
State Assembly 16	State Assembly	☐ State Assembly 18	☐ State Assembly 19	State Assembly 20
State Assembly 21	☐ State Assembly 22	☐ State Assembly 23	State Assembly 24	☐ State Assembly 25
「State Assembly 26	C State Assembly 27	☐ State Assembly 28	C State Assembly 29	☐ State Assembly 30
☐ State Assembly 31	☐ State Assembly 32	☐ State Assembly 33	☐ State Assembly 34	☐ State Assembly 35
☑ State Assembly 36	State Assembly 37	State Assembly 38	☐ State Assembly 39	☐ State Assembly 40
C State Assembly	State Assembly 42	State Assembly 43	State Assembly 44	☐ State Assembly 45
☐ State Assembly 46	☐ State Assembly 47	State Assembly 48	State Assembly 49	☐ State Assembly 50
☐ State Assembly 51	☐ State Assembly 52	☐ State Assembly 53	☐ State Assembly 54	☐ State Assembly 55
☐ State Assembly 56	☐ State Assembly 57	☐ State Assembly 58	☐ State Assembly 59	State Assembly 60
State Assembly 61	State Assembly 62	☐ State Assembly 63	State Assembly 64	State Assembly 65
State Assembly 66	State Assembly 67	State Assembly 68	☐ State Assembly 69	☐ State Assembly 70
☐:State Assembly 71	☐ State Assembly 72	State Assembly 73	State Assembly 74	☐ State Assembly 75
State Assembly	T. State Assembly 77	State Assembly	☐ State Assembly 79	State Assembly 80

C. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (https://www.govtrack.us/congress/members/CA) in your browser to determine the Congressional district(s).

Congressional District 1	Congressional District	Congressional District	Congressional District
Congressional District	Congressional District 14	Congressional District	Congressional District 16
Congressional District	Congressional District	Congressional District	☐ Congressional District 2
Congressional District 20	Congressional District 21	Congressional District 22	Congressional District 23
Congressional District	Congressional District 25	Congressional District 26	Congressional District 27
Congressional District 28	Congressional District 29	Congressional District 3	Congressional District
Congressional District	Congressional District 32	Congressional District	Congressional District
Congressional District	Congressional District	Congressional District	Congressional District

4/28/2017

	35	36	3	37	38	
	Congressional 39	District C	ongressional District 4	Congressional	District Cor	ngressional District
	Congressional	District C	ongressional District 3	Congressiona	District F. Cor 45	ngressional District
	Congressional 46	District C	ongressional District	Congressional	District Cor	ngressional District
	☐ Congressional ☐	District 5 Co	ongressional District	Congressional	District Cor	gressional District
	Congressional 53	District	ongressional District 6	Congressional	District 7 Cor	gressional District 8
	☐ Congressional	District 9				
D. County						
_						
S	elect one or more	of the California	a Counties where the	proposed project a	activities will occu	r.
	□ Alameda	∏ Alpine		□Butte	Calaveras	Colusa Colusa
	Contra Costa	☐ Del Norte	□ El Dorado	Fresno	∏ Glenn	☐ Humboldt
	☐ Imperial	∏ Inyo	⋉ Kern	厂 Kings	Г [.] Lake	Lassen
	Los Angeles		┌ Marin			
	「Modoc	√Mono		T∵Napa	□ Nevada	√ Orange
	F-Placer	☐ Plumas	☐ Riverside	☐ Sacramento	「FSan Benito	F San Bernardino
	「San Diego	☐ San Francis	sco 「San Joaquin	「San Luis Obispo	☐ San Mateo	☐ Santa Barbara
	☐Santa Clara	☐ Santa Cruz	☐ Shasta	□ Sierra	厂 Siskiyou	√ Solano
	Г Sonoma	□ Stanislaus	☐ Sutter	Г Tehama	Trinity	□ Tulare
	厂 Tuolumne	厂 Ventura	厂 Yolo	厂 Yuba		

Additional Documentation for Grants and Cooperative Agreements Program - 2016/2017 4/28/2017 Agency: City of California City Application: Ground Operations

L	FOR OFFICE USE ONLY:	Version #	APP#	
1.	Project Timeline (Required if project in	ncludes necessary re	erouting)	
2.	Conceptual Drawings and Site Plans (Required if project in	ncludes necessary rerouting)	
3	Project-Specific Maps Attachments:			CalCity Rider Map
1	Ontional Project-Specific Application I	Joeumonte :		

	FOR OFFICE USE ONLY:	Version #	APP#	
APPLICANT NAME :	City of California City			2
PROJECT TITLE :	Ground Operations		PROJECT NUMBER (Division use only):	G16-03-26-G01
PROJECT TYPE :	Law Enforcement	Restoration	Education & Safety	☐ Acquisition
PROJECT TIPE:	C Development	Ground Operations	F Planning	
PROJECT DESCRIPTION :	Recreation Area. Full-time and the With such a large area of responsions. Clean, paint, repair or replace. Monthly pest control treatment. Trash collection/disposal. Provide for utilities - electricity. Purchase maintenance and/or and tires, cutting edges for months. Maintain existing equipment is oil changes, other vehicle reposts and update kiosk signs at the Purchase and install safety, dientenance for existing posts. Purchase peeler posts for safe. Maintenance for existing posts. Purchase reflectors for placent. Produce and print OHV rider increase the size of the map to the Perform tread work on existing (culverts/water bars) This worriding within the project area. Perform annual route and soil Guidelines. Contract with Farmworker Instin the project area.	temporary part-time workers and volumesibility, there are needs to be address facilities such as restrooms, picnic table to for park, restrooms, station building and water for Borax Bill Park Building and water for Borax Bill Park Building and water for Borax Bill Park Building and safety supplies (gloves, safety boots, ottor grader, tires and maintenance costuch as ATVs, UTVs, other vehicles, to air irrectional and public education signs and information pieces, refill brochure sety barricades and place appropriate sety	supplies/maps along routes and on city properlignage to encourage on-route travel so for safety sously printed map and improve the amount of tion r and heavy equipment and install new or reparance of multiple use trails as well as maintain maintenance needs in accordance with the 200 sopment (F.I.E.L.D.) to assist with projects such	outes available for OHV recreation. ds/kiosks, signs sted in the Law Enforcement Grant illet paper, paper towels, paint, fuel, oil g certification for appropriate vehicles, ties/parks in the OHV area information, the size of print, and fir existing erosion control features ing the provision of varied skill levels of

- Purchase a 4WD/4-door pick-up truck for the crew to use in ground operations projects
- Utilize volunteers when available
- Maintain routes in the project area to ensure multi-use capabilties. Examples of multiple uses of the California City OHV routes and area
 include hiking, birding, equestrian trails and acitivites and geochaching as well as off-highway vehicle recreation such as ATV, Dirt Bikes, 4X4
 vehicles.
- Regarding the use of recycled materials, there are materials on-site (dirt,soil) that are utilized in the execution of ground operations projects. This ground operations grant is asking for an increase of \$22,120.00 to cover various costs. The grant is requesting more funds to cover the cost of the necessary heavy equipment repairs and need for new tires. In addition, there is a need to increase staff costs to cover the full-time workers yearly pay increases (with the accompanying employment benefit expenses). In the current ground operations grant, adjustments have been made to cover the pay increases of full-time employees.

	Line Item	Qty	Rate	UOM	Grant Req.	Match	lnkind	Total	
DIREC	ECT EXPENSES								
Progr	ogram Expenses								
1	Staff								
	Heavy Equipment Operator Notes: Heavy Equipment maintenance performed throughout the year by full-time personnel hired specifically for this job and occasional volunteers. Pay includes offered benefits required by the Affordable Care Act and CalPers.	2080.0000	35.000	HRS	72,800.00	0.00	0.00	72,800.00	
	2. Maintenance Worker Notes: THREE full-time maintenance personnel performing most aspects of ground operations projects. These activities include maintenance of Borax Bill Park such as janitorial and sanitation duties for park station, restroom facilities, maintaining RV dump station and water-fill stations, general upkeep of Borax Bill Park, trail maintenance, and sign placement and maintenance. Pay includes offered benefits required by the Affordable Care Act	6240.0000	25.000	HRS	156,000.00	0.00	0.00	156,000.00	

Line Item	Qty	Rate	UOM	Grant Req.	Match	Inkind	Total
and CalPers. In the past, we asked for one full-time person for this position but have found it to be more productive with THREE full-time as opposed to one full-time and other part-time workers. The change from two to THREE is based on public comment noting the mathematical error.							
3. Park Maintenance Worker Notes: One part-time park maintenance worker to assist with projects occurring during the busiest months of the riding season, especially weekends. Pay includes offered benefits required by the Affordable Care Act and PARS	1040.0000	15.000	HRS	15,600.00	0.00	0.00	15,600.00
4. Volunteer Notes: Volunteer worker to assist with various maintenance projects.,	200.0000	12.000	HRS	0.00	2,400.00	0.00	2,400.00
al for Staff				244,400.00	2,400.00	0.00	246,800.00
Contracts							
Commercial Trash Bins for OHV Park Notes: Commercial trash bins for Borax Bill Park. Rental of trash bins and dump fees for trash collection during busiest times of the riding season and including desert clean-up in the OHV recreation area.	12.0000	690.000	MOS	1,680.00	6,600.00	0.00	8,280.00
2. F.I.E.L.D. contract, cleanup Notes: This contract will provide for the Farmworker Institute Education Leadership Development (F.I.E.L.D.) to work with the ground operations crew on projects including but not limited to weekly roadside/camp area clean-up as well as assisting in	1.0000	17088.000	MISC	17,088.00	0.00	0.00	17,088.00

Line Item	Qty	Rate	UOM	Grant Req.	Match	Inkind	Total
installing route markers and maintenance. Work will take place during the busiest part of the riding season -approximately 32 weeks. Contract includes crew, 2 crew members and cost of fuel each week.							Total
3. Rider map production and printing Notes: This item is a rider map that has all the OHV answers for the public to take advantage of the recreational opportunities in the California City OHV recreation area. These maps are needed to assist in keeping the public on named, designated routes and in providing the maps, ground operations becomes more manageable. Map will be printed on paper that has the highest recycled content available. Quantity 10,000	1.0000	10000.000	MISC	10,000.00	0.00	0.00	10,000.00
4. Electricity Notes: Electricity cost for Borax Bill Park Restroom/Shower Facilities. This line item does not include electricity costs for the Borax Bill Station/Command Post building. That item is requested under the Law Enforcement grant. Note: The requested increase is based on the actual monthly average of the cost of electricity for this building. We have underestimated the cost in past applications.	12.0000	800.000	MOS	9,600.00	0.00	0.00	9,600.00
5. Water Service Notes: Water use fees for shower facility at Borax Bill Park and the RV dump station in the OHV recreation area. This line item does not include water use fees for the Borax Bill Station/Command Post building. That item is requested under the Law	12.0000	425.000	MOS	5,100.00	0.00	0.00	5,100.00

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Inkind	Total
	Enforcement grant.		,					
otal	for Contracts				43,468.00	6,600.00	0.00	50,068.00
3	Materials / Supplies			-				
	1. Water Supply Parts Notes: Repair and replacement or upgrade of water supply, restroom/shower facility parts at Borax Bill Park. Will include upgrade to pressurized, water saving toilets in shower facility. (Note: The following items are a part of the G16-03-26G01 project and were inadvertently included in this application. The costs in this application will be adjusted to reflect the exclusion of these items. Will include upgrade to pressurized, water saving toilets in shower facility. Install 5 drinking fountains at the entrances to each of the mens/ladies restrooms (4) and one at the	12.0000	150.000	MOS	1,800.00	0.00	0.00	1,800.00
	entrance to Borax Bill Station building.) 2. Janitorial Notes: Janitorial and restroom supplies for the	12.0000	500.000	MOS	6,000.00	0.00	0.00	6,000.00
	restroom/shower facilities at Borax Bill Park.							
	3. Signs, Hardware Notes: Signs and hardware for the placement of signs including but not limited to traffic and public safety, directional markers, caution signs and various trail markers. There is an ongoing need to maintain the signs already in place. Cost per each sign ranges from under \$3 each for decals to \$45 each or more	300.0000	30.000	MISC	9,000.00	0.00	0.00	9,000.00

	Line Item	Qty	Rate	UOM	Grant Req.	Match	lnkind	Total
	4. Lumber Notes: 4"x4" treated posts for marking route intersections. This is beneficial for OHV visitors and city staff in locating lost riders. ALL of the routes in the OHV area are named and by placing the posts, the names of the routes can be noted at each intersection. There is 187 square miles to cover and is taking several seasons to complete this portion of the project.	1000.0000	16.000	EA	16,000.00	0.00	0.00	16,000.00
	5. Paint Notes: Painting supplies used to seal the bottom portion of the intersection posts being placed in the ground and paint used on the posts in marking the names of the routes. This request includes paint for facility/building/picnic shade cover/bulletin board/kiosks/signs repair and upkeep,	200.0000	5.000	EA	1,000.00	0.00	0.00	1,000.00
	6. Safety equipment for crew Notes: Safety boots, vests, gloves and glasses for crew members to use while working in the field and at Borax Bill Park.	225.0000	6.000	EA	1,350.00	0.00	0.00	1,350.00
	7. Reflectors Notes: Reflectors and fasteners to be used on newly erected route markers and to replace damaged or missing reflectors on existing signs, sign posts, and peeler post structures.	1200.0000	2.100	EA	2,520.00	0.00	0.00	2,520.00
Total	for Materials / Supplies				37,670.00	0.00	0.00	37,670.00
4	Equipment Use Expenses							
	Fuel for Equipment/Maintenance Veh Notes : Fuel for Equipment/Maintenance vehicles in	2250.0000	4.000	EA	9,000.00	0.00	0.00	9,000.00

Line Item	Qty	Rate	UOM	Grant Req.	Match	Inkind	Total
gallons. Includes unleaded gasoline and diesel fuel. 1 stake-bed service truck, 1 Ford F250 pick-up, 1 Case crawler, 1 John Deere 644E tractor, 1 Champion grader. We are requesting an additional pick-up truck under this grant application which will require fuel. On occasion fuel for 1 Kia Sorento 4WD vehicle, 1 Kubota side-by-side, 1 Kawasaki Mule side-by-side performing route/trail/park maintenance.							
2. Equipment Rental Notes: Case crawler to be used in route/trail maintenance in OHV recreation area and occasional ground maintenance at Borax Bill Park. Equipment Use Rates derived from United Rentals, Lancaster, CA local daily rental rates	10.0000	802.000	DAY	0.00	8,020.00	0.00	8,020.00
3. Equipment Rental Notes: Use of three Champion graders in route/trail maintenance in OHV recreation area/occasional ground maintenance at Borax Bill Park. Two graders used by city street/public works department crews to maintain dirt routes/shoulders in Subdivision Improvement (SDI) areas, a part of the OHV recreation area and is required by SDI agreement with the city. These areas are available to OHV riders for their enjoyment. Equipment Use Rates derived from United Rentals, Lancaster, CA local daily rental rates.	200.0000	895.000	DAY	0.00	179,000.00	0.00	179,000.00
4. Equipment Rental Notes: John Deere 644E used for route/trail maintenance and occasional ground maintenance at Borax Bill Park. Will be used in route maintenance project installing articulated concrete fabric for	45.0000	698.000	DAY	0.00	31,410.00	0.00	31,410.00

Line Item	Qty	Rate	UOM	Grant Req.	Match	Inkind	Tot
erosion control. Equipment Use Rates derived from United Rentals, Lancaster, CA local daily rental rates	-						101
5. Cutting blades, grease, tires, mis Notes: Cutting blades, grease, tires, and other miscellaneous supplies for the repair, maintenance or replacement of these types of parts on the heavy equipment used for the project. Oil change service when needed, oil/filters/belts/hoses and other items needed for the maintenance of vehicles used in project.	25.0000	1200.000	EA	30,000.00	0.00	0.00	30,000.
Note: The heavy equipment such as the grader and loader will need tires. The crew and city mechanic have worked diligently to keep the tires patched and serviceable but the tires are reaching an end point of good use and will need to be replaced.							
6. Water Truck Notes: Use of the self-created 400 gallon water sprayer/trailer pulled by a Humvee Utility Truck. Used for dust control in the OHV recreation area and specifically in Borax Bill Park during heavy use times such as Thanksgiving, New Year's, President's Day and Spring Break. The closest rental item is a 2000 gallon water truck. Equipment use rates derived from United Rentals, Lancaster, CA local daily rental rates. The figure noted is extrapolated from that daily rental rate to better reflect the cost of rental as there is not a 400 gallon device on the rental market. Match rate includes the use of the Humvee Utility	10.0000	425.000	DAY	0.00	4,250.00	0.00	4,250.
Truck.	12.0000						

Line Item	Qty	Rate	UOM	Grant Req.	Match	Inkind	Total
Notes: Repair and maintenance costs required for OHV vehicles and heavy equipment. These costs will include but not be limited to oil changes, filters, replacement of hoses, tires, tune-ups and most incidental repairs as a result of being used in such austere conditions. Tires are very costly for the heavy equipment and wear out quickly in our environment. This line item will include but not be limited to general repairs to all of the vehicles and equipment used in the ground operations projects. (100% grant funding)							
I for Equipment Use Expenses				41,100.00	222,680.00	0.00	263,780.0
Equipment Purchases							
1. Pick-up Truck Notes: 4WD/4-door pick-up truck for crew use. The current vehicle used for this purpose in the fleet has needed extensive repairs in the recent past. A new vehicle with a warranty would ensure the crew is less likely to be left stranded in the OHV recreation area. Note: The request for an additional pick-up truck is based on need due to aging fleet. The truck replaced by the last grant G16-03-26G01 was a 2004 Ford F150 4X4. The crew continues to use another 2004	1.0000	33000.000	EA	33,000.00	0.00	0.00	33,000.0
Ford F150 4X4 truck. That truck remains serviceable to date but this grant application includes a request for another new truck as there is concern using a 13 year-old truck in the austere conditions we experience.		¥					

	Line Item	Qty	Rate	UOM	Grant Req.	Match	lnkind	Total		
Total	Program Expenses				399,638.00	231,680.00	0.00	631,318.00		
TOTA	L DIRECT EXPENSES				399,638.00	231,680.00	0.00	631,318.00		
INDIR	DIRECT EXPENSES									
Indire	ndirect Costs									
1	Indirect Costs									
	Indirect Costs-Project Administrator Notes: Wages for employee administering grant project. This employee's work will include preparation of grant documentation and administration. Pay includes offered benefits required by the Affordable Care Act and CalPers.	2080.0000	28.000	MOS	58,240.00	0.00	0.00	58,240.00		
	Indirect Costs-Office Supplies Notes: Office supplies including but not limited to toner, paper, postage, etc.	12.0000	50.000	MOS	600.00	0.00	0.00	600.00		
	3. Indirect Costs-Pest Control Notes: Pest control for Borax Bill Park building, i.e. restroom/shower facilities, visitor information center and office.	12.0000	65.000	MOS	780.00	0.00	0.00	780.00		
Total	for Indirect Costs				59,620.00	0.00	0.00	59,620.00		
Total	Indirect Costs				59,620.00	0.00	0.00	59,620.00		
TOTA	AL INDIRECT EXPENSES				59,620.00	0.00	0.00	59,620.00		
тоти	AL EXPENDITURES				459,258.00	231,680.00	0.00	690,938.00		

	Category	Grant Req.	Match	Inkind	Total	Narrative
DIRE	CT EXPENSES					
Progi	ram Expenses					
1	Staff	244,400.00	2,400.00	0.00	246,800.00	
2	Contracts	43,468.00	6,600.00	0.00	50,068.00	
3	Materials / Supplies	37,670.00	0.00	0.00	37,670.00	
4	Equipment Use Expenses	41,100.00	222,680.00	0.00	263,780.00	
. 5	Equipment Purchases	33,000.00	0.00	0.00	33,000.00	
6	Others	0.00	0.00	0.00	0.00	
Total	Program Expenses	399,638.00	231,680.00	0.00	631,318.00	
TOTA	L DIRECT EXPENSES	399,638.00	231,680.00	0.00	631,318.00	N.
INDIR	ECT EXPENSES					
Indire	ect Costs					
- 1	Indirect Costs	59,620.00	0.00	0.00	59,620.00	
Total	Indirect Costs	59,620.00	0.00	0.00	59,620.00	
TOTA	L INDIRECT EXPENSES	59,620.00	0.00	0.00	59,620.00	
TOTAL EXPENDITURES		459,258.00	231,680.00	0.00	690,938.00	

Environmental Review Data Sheet (ERDS) for Grants and Cooperative Agreements Program - 2016/2017
Agency: City of California City
Application: Ground Operations

	FOR OFFICE USE ONLY:	Version #	APP#				
17	ΓΕΜ 1 and ITEM 2						
	ITEM 1						
a.	ITEM 1 - Has a CEQA Notice of Determin	nation (NOD) be	een filed for the Project?	æ	Yes	۲	N o
	ITEM 2						
b.	Does the proposed Project include a requ preparation prior to implementing the rem Project pursuant to Section 4970.06.1(b))	aining Project I		(Yes	F	N 0
IT	EM 3 - Project under CEQA Guidelines S	ection 15378					
c.	ITEM 3 - Are the proposed activities a "Pr	oject" under CE	EQA Guidelines Section 15378?	æ	Yes	۲	N o
d.	The Application is requesting funds solely ensure public safety. These activities wou or a reasonably foreseeable indirect physi "Project" under CEQA.	ld not cause ar	y physical change in the environment		Yes	۲	N 0
e.	Other. Explain why proposed activities wo foreseeable indirect physical change in the complete ITEMS 4 – 10.						эly
ITI	EM 4 - Impact of this Project on Wetlands	;					
	re no areas considered "wetlands' in the Cal inally designed for vehicle traffic as part of a	•	•	/ rec	reation	area	ı
ITE	EM 5 - Cumulative Impacts of this Project	:					
	ng area consists of a network of existing city at and there are no known slopes or erosive	-				is	

ITEM 7 - Damage to Scenic Resources

The existing dirt routes are in an area not visible form any state scenic highway. The OHV recreation area is surrounded by small hills on two sides and elevated terrain on the remaining two sides. The OHV recreation area is approximately 15 miles east and west from the main highways.

The regular traffic and OHV traffic on these routes have not had any substantial soil erosion. Monitoring by city staff and

street department on all routes are routine and no significant effects of OHV use have been noticed.

ITEM 8 - Hazardous Materials

ITEM 6 - Soil Impacts

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be

taken to minimize or avoid the hazards:

ITEM 9 - Potential for Adverse Impacts to Historical or Cultural Resources

Would the proposed Project have potential for any substantial adverse impacts to historical or Yes No cultural resources?

Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources:

There are no historical or cultural resource areas in the OHV recreation area.

ITEM 10 - Indirect Significant Impacts

The vast riding area can accommodate additional users. At the peak holiday weekends, the use is less than 25% capacity. The maintenance of routes and facilities at Borax Bill Park would tend to lead to additional use around the facilities but would not be of significant concern.

CEQA/NEPA Attachment

Evaluation Criteria for Grants and Cooperative Agreements Program - 2016/2017 Agency: City of California City Application: Ground Operations

		Application of out to polation		
		FOR OFFICE USE ONLY: Version # APP #		
1.	P	Project Cost Estimate - Q 1. (Auto populates from Cost Estimate)		
	1.	As calculated on the Project Cost Estimate, the percentage of the Project costs covere Applicant is:	ed by the 3	3
		(Note: This field will auto-populate once the Cost Estimate and Evaluation Criteria are \$\mathcal{C}\$ 25% (Match minimum) (No points) \$\mathcal{C}\$ 26% - 50% (3 points) \$\mathcal{C}\$ 51% - 75% (5 points) \$\mathcal{C}\$ 76% or more (10 points)	Validated.)	
2.	Fa	Failure to Complete - Q 2.		
	2.	Failure to complete the Project would result in:	8	}
		(Check all that apply) - Scoring: Maximum of 8 points Additional damage to Facilities (1 point) Damage to special-status species or other sensitive habitat (2 points) Loss of OHV Opportunity (6 points) Negative impact to cultural sites (2 points) Potential trespass (2 points) Provide a detailed explanation for each statement that was checked: Failure to complete the ground operations project would directly and significantly affect riding trails in the OHV recreation area with riding opportunity greatly reduced. It is important and install directional, traffic and public safety signage in and around the ridin riding public to know and understand what routes and areas are available for OHV recreation to know and understand what routes and Natural Area (DTRNA). With maintenance, there is a likelihood of riders traversing this sensitive area. Without the proutes in the OHV recreation area, additional damage to the area can occur. The show the park area would not be fully maintained. Without the ground operations grant, there impact on private land ownership in the OHV recreation area.	ortant we conting area. This wireation. This is hout the signagoroper maintenater/restroom fac	nue to Il allow the especially ge and trail ince of the cilities and
3.	Su	ustain OHV Opportunity - Q 3.		
	3.	The Project would sustain OHV Opportunity by:	13	
		(Check all that apply) ☑ Installing or repairing erosion control features (3 points) ☑ Maintaining multi use (ATV, Dirt Bikes, 4x4, etc) (1 point) ☑ Maintaining trail or road tread (5 points) ☑ Providing traffic control and/or educational signage (3 points) ☑ Providing varied levels of riding difficulty (1 point)		
ŧ.	Pul	ublic Input - Q 4.		
	4.	The Project was developed with public input prior to the preliminary Application filing de Identify date(s) of meetings and participants. Do not include internal agency meetings of		

meetings that occurred more than 12 months prior to filing the preliminary Application. Public

input employed the following:

(Check all that apply)

Page: 1 of 3

Evaluation Criteria for Grants and Cooperative Agreements Program - 2016/2017 Agency: City of California City

Application: Ground Operations

T TI	ne Applicant had	d meeting(s)	with	mulitiple	distinct	stakeholders	11	noint)
, ,,	TO Applicant na	1 11100uniqua)	TAITH	HILDIC	uioui ici	Starcholders	١.	DOILLE

The Applicant initiated and conducted publicly noticed meeting(s) with the general public to discuss Project (1 point)

Provide a detailed explanation for each statement that was checked:

A publicly noticed meeting was held Saturday, February 18, 10am at Borax Bill Park. This meeting was noticed via posting on the DIRT/OHV FaceBook page, the California City Chit Chat FaceBook page, the California City Constructive Solutions FaceBook page, and the City of California City website. Notices were posted at the Police Department and City Hall public information boards as well as retail businesses in town. The meeting was attended by city and OHV staff as well as members of the public.

Utilization of Partnerships - Q 5.

The Project will utilize partnerships to successfully accomplish the Project. Identify the number of groups or organizations that will actively participate in the Project. Partners cannot include any unit of the OHMVR Division, subcontractors, or any participants being paid by this OHV Grant and Cooperative Agreement.

(Check the one most appropriate)

(1 (1 point)

£ 2 to 3 (2 points)

4 or more (4 points)

C None (No points)

List each partner organization(s) separately and provide a detailed explanation for how each partner(s) will participate in the Project:

1. BLM Ridgecrest Field Office's adjacent OHV area in the Rand Mountains have integrated trails with the California City OHV recreation area. With joint cooperation, this integration allows for easy OHV travel between the two recreation areas. They also provide representation on heavy-use weekends at Borax Bill Park to distribute information regarding safe and responsible OHV recreation, especially in the Rand Mountain OHV area to our visitors/nders/campers.

6. Impact to Natural and Cultural Resources - Q 6.

6. The Project will avoid and/or minimize impact to natural and cultural resources by:

1

1

(Check all that apply) - Scoring: Maximum of 7 points

Controlling OHV use (i.e. signage, route delineation, etc.) (1 point)

Protecting cultural site(s) (1 point)

Protecting special-status species (1 point)

Protecting water quality (1 point)

Providing an alternative to wet crossings where appropriate (1 point)

Providing sanitary facilities (1 point)

TRe-routing trails to divert away from riparian/wetlands areas (1 point)

Site design precludes the need for the above measures (7 points)

Provide a detailed explanation for each statement that was checked:

Evaluation Criteria for Grants and Cooperative Agreements Program - 2016/2017 Agency: City of California City

Application: Ground Operations

1.The project will maintain dirt berms that border several trails that traverse through private property areas and encourage on-route travel. Paddle markers are placed to educate the public as to their location. 2. The project protects water quality by supporting sanitary facility/RV dump station for visitors to leave their liquid waste. This substantially reduces the amount of contaminants dumped in the desert threatening water quality and the water table. 3. By providing the sanitary/RV dump station and trash bins resulting in the reduction of liquid and solid waste dumped in the desert tortoise habitat area, these provisions help to protect the habitat area as well as providing protection to other types of protected species. 4. As stated previously, sanitary facilities such as the RV dump station and trash bins are provided in the area.

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7.	The Project incorporates recycled materials by utilizing:
	The fire per and for a control of the control of th

4

(Check all that apply)

Barrier materials which include recycled content or materials obtained onsite (1 point)

Erosion control features which use materials with recycled content (1 point)

W Other products with recycled content (Specify) (1 point) [Bathroom paper goods with recycled content is used for restroom/shower facility]

Paper used for trail maps which includes recycled content (1 point)

Signs, sign posts or education kiosks which use products with recycled content (1 point)

Motorized Access - Q 8. 8.

8. 6 The Project improves and/or maintains facilities that provide motorized access to the following nonmotorized recreation opportunities:

(Check all that apply) - Scoring: 2 points each, up to a maximum of 6 points

₩ Birding

Camping

Equestrian trails

Hiking

Other (specify) [Geocaching]

F Rock Climbing

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY INITIATING PROCEEDINGS FOR THE ESTABLISHMENT OF THE WATER STANDBY CHARGES FOR FISCAL YEAR 2017-18

THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY RESOLVES as follows:

Section 1. Purpose

This Resolution initiates proceedings to levy the City's existing water standby charges for Fiscal Year 2017-18.

Section 2. Findings

The City Council finds, determines and declares as follows:

- A. Due to the size of the City and the interspersing of developed and undeveloped land within many areas of the City, the City operates and maintains a very extensive water system that is designed to serve not only the developed parcels in the City but also the territory that as not yet been developed.
- B. The oversized water system is outdated, in need of substantial rehabilitation and improvements, and expensive to operate and maintain.
- C. The Uniform Standby Charge Procedures Act (Gov't Code Sec. 54984 et seq.) (the "Act") authorizes the City to fix a water standby charge on land within the City that derive benefit from the availability of facilities to provide water service, even if that land does not actually use the water service.
- D. In 1992 and 1993, the City Council conducted proceedings pursuant to the Act to fix a standby charge (the "Standby Charge") to fund for the construction and reconstruction of water production, transmission and storage facilities.
- E. Since the Standby Charge was first fixed, (i) the City has annually taken action to continue the Standby Charge pursuant to Section 54984.7 of the Act and (ii) the Standby Charge has been collected on each year's property tax roll.
- F. The rate of the Standby Charge has not changed since it was initially levied in Fiscal Year 1992-1993.
- G. Pursuant to Section 5(a) of Article XIII D of the California Constitution, the Standby Charge is exempt from the procedures and approval process set forth in Section 4 of

CC4.

Article XIII D of the California Constitution.

Section 3. Report of Engineer

A qualified engineer's report is on file in the Office of the City Clerk and incorporated herein by reference. The proposed standby charge is based upon the report. The report includes the following: a description of the charge and the method by which it will be imposed; a compilation of the amount of the charge proposed for each parcel subject to the charge; a statement of the methodology and rationale followed in determining the degree of benefit conferred by the service for which the charge is made; and a discussion of the other factors described in Section 54984.2 of the Act.

Section 4. Affected Lands

A list of the assessor's parcel number (or other identifying information for any parcel for which an assessor's parcel number is not listed) of each parcel to be charged is on file in the Office of the City Clerk and incorporated herein by reference. The list also includes the amount of the charge for each listed parcel.

Section 5. Proposed Charges

The proposed charge is as follows:

- (a) Effective July 1, 2017, water standby charges shall be paid by certain property within the City not receiving water service as follows:
 - (1) "Acres 1": Within recorded tracts for which a Subdivision Deferred Improvement "SDI" Agreement exists, parcels not fronting upon a water main shall pay \$15.00 per parcel per annum.
 - (2) "Acres 2": Within recorded tracts for which an SDI agreement exists, parcels fronting upon a water main shall pay \$20.00 per parcel per annum.
 - (3) "Acres 3": Within recorded tracts for which an SDI Agreement does not exist, parcels shall pay \$25.00 per parcel per annum.
- (b) Notwithstanding the foregoing, water standby charges shall not be paid by certain property within the City as follows:
 - (1) Parcels contained in a condominium, townhouse or other multi-family residential development shall not pay a standby charge, provided common area parcels shall pay a charge at the rate specified in subsection (a).
 - Ownership interests consisting solely of mineral rights shall not pay standby charges.
 - (3) Parcels within Tract 2714 shall not pay a standby charge.

(4) Parcels receiving water service as of the effective date shall not pay a standby charge.

Section 6. Public Hearing

- (a) The Council shall conduct a public hearing at the City Council Chambers located at 21000 Hacienda Blvd, California City, California, on June 13, 2017. At the published hearing, the Council will hear and consider all objections or protests, if any, to the proposed charges.
- (b) The City Clerk is directed to publish notice of the public hearing.

Section 7. Encouragement of Public Participation

The City Council has adopted this Resolution and will hold the noticed public hearing referenced in Section 6 of the Resolution as part of the City's commitment to open government and public participation. The adoption of this Resolution should not be interpreted as an admission by the City that the Resolution, or any of its contents, is required under applicable state law.

PASSED, APPROVED AND ADOPTED THIS 23rd DAY OF May , 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jennifer Wood, Mayor

ATTEST:

Denise Hilliker, City Clerk
(SEAL)

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CITY COUNCIL

May 23, 2017

TO:

Mayor and City Council

FROM:

Brenda Daverin, Park Manager

SUBJECT: Replacement Pool Cover

BACKGROUND

The last pool cover of the high quality lasted for about 15 years. Ours was due to be replaced when the fire at the pool facility occurred. It was no longer under warranty.

All safety covers are custom cut to the shape of a pool, so they require precise measurements to achieve an excellent fit. There are standard covers available, but measurement is still required. Even though a cover may help with an easier spring opening, commercial safety covers are really there to keep people out. This will reduce accident risk on your property in the off season.

RECOMMENDATION

Staff recommends that Council approves the bid for A Safe Pool Inc. as it is the lower bidder in the amount of \$8.695 The mesh netting includes a 2 year full warranty and a 12 year pro-rated warranty. It also comes with first installation. They are located in Bakersfield and came out to measure. The next bidder was Lincoln Aquatics who didn't come out to measure at \$8,935.22. Lastly was Leslie's Pool who did come out to measure and their quote was the highest at \$9,365.33. See attached info on Meyco Pool Cover product. www.MeycoCover.com

FISCAL IMPACT

Funds were budgeted for this project and are available in line item # 10-4562-270 (Current Balance as of 4/30 \$29,305.79)

The finance director has reviewed the staff report and finds the recommendation to be within the budget constraints of the Department.

ENVIRONMENTAL ACTION NA



9531 Langley Ave Bakersfield, CA 93312 (661) 472-1843

PO BOX 5931 Fresno, CA 93755 (559) 438-7003

A SAFE POOL ENCLOSURES | ASafaPool com | LIC #990511

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WARMING: THIS BAFETY BARRIER MAY NOT, BY ITSELF. CUSTOMER UNDERSTANOS THAT: 1. Setter is hereby grant responsible for damage to any objects, including water, elec Seller is not responsible for residual sediment tound on the alteration, neglect, accidents, animals, or acts of God. 5. Titl barrier product at the price as stated, 7. Pool safety barriers	ad access to the above mention tric, and gas lines located less above mentioned surface due to this safety barrier remains	ned property for the purpose of Insta than 18" below the surface of the d o lack of drainage, 4, Seller bears no with Seller until above price is fully	illing / removing the safety èck or that do not meet cu responsibility for damage paid, & Customer agrees (HLDREN. barner describe rrent building c to the harner ca to purchase the	ed above, 2. Seller odes and regulationsed by misuse, above mentioned	ons. 3 abuse, satuty	

Although every effort is made to cut clean and precise holes, it is possible that chips may occur around perimeter of he refunds/returns are not allowed, 10. Customer agrees to have Seller purchase all materials needed for contracted job. 11, Payment in full is due upon completion of installation. All sales of custom-made safety barriers are final. No ratunds will be allowed. A \$25 (se will be added for all returned checks.

CUSTOMER DATE: SIGNATURE: ROTICE: Mechanics Linn Warning, Anyone with being improve your property, but who is not point, may record what is pailed a mechanics' linn on your sconerty. A mechanica' lien is a claim made appliest your property and resolded with the country records. This means that allers hearing, if the court finds the item whild, you would be forced to pay or have a count officer sell your home to pay the teen. Liens can also diffect your credit. This is not a lien. It is alrepty to infurm you that the person giving the notice has the right to this a lien on your property if he is not paid.

www.MeycoCovers.com



Headquarters & Worldwide Operation 1225 Walt Whitman Rd. Melville, NY 11747 Toll Free: (800) 446-3926, (631) 421-9800 Fax: (631) 421-8621 Southern Operations & Distribution 846 W.O. Ezell Blvd. Spartanburg, SC 29301

TECHNICAL SPECIFICATIONS FOR MEYCO SWIMMING POOL COVERS

Meyco Products has prepared the following detailed technical specifications to assist commercial and institutional purchasers in ordering a proven safe and warranted safety cover.

The specifications mandate acceptable physical property criteria and design requirements to provide a cover that meets or exceeds the American Society For Testing & Materials Designation F 1346-91 entitled:

Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs

This information also assures that the 10 year limited warranty statements, backed by the company's extensive experience in fabricating safety covers, are satisfied.

The MeycoTM swimming pool safety cover is covered by the following U.S. patent numbers: 2,958,872; 3,042,161; 4,497,152



Meyco Safety Pool Cover Limited 12 year certificate of warranty

Two Years What Is Covered

Defects in material and/or workmanship in a new cover.

Twelve Years Failure under normal use and service condition with proper care and maintenance.

How Long

Two years from date of original purchase.

Twelve years from date of original purchase.

What We Will Do

We will replace or repair, at our option, any part or parts which to our satisfaction prove defective.

We will replace your cover at a percentage of the current list price; customer to pay for usage on a pro rata basis for each month of ownership or part thereof up to a total of 144 months.

What We Will Not Do

Warranty conditions will not be honored if:

- a) Cover has been subject to misuse, (e.g. not drum-tight), constant on and off through the year, alteration, neglect, abuse or accidents including those caused by animals, sharp or rough coping, burns, machinery or other
- The water level of the pool falls more than 18" below the pool top during the snow season. A standard or rectangular cover is used on other than a rectangular pool for which it is sized for. The cover is used on a pool other than the original installation or cover is not properly fitted to pool. Cover is not used or installed for its stipulated purpose in accordance with manufacturer's instruction. The cover pump (solid safety cover) has not been used to remove accumulating surface water.

Customer

To be considered for repair or replacement, original purchaser should return the cover FREIGHT PREPAID with springs removed in a clean, dry condition, along with proof of purchase indicating date of purchase, from whom purchased and warranty number. For more information on warranty service call our customer service department prior to return at (800) 446-3926. Covers will not be accepted for warranty consideration without a return authorization from Meyco Pool Covers.

Other Conditions

What

Must Do

All repairs or replacement under warranty shall be F.O.B. Moore, SC or Melville, NY. Meyco shall not be liable for freight, installation, service or labor costs. A Return Merchandise Authorization Number (RMA) must be received prior to sending in cover. Product will be refused without an RMA#.

Note: Cover pumps (solid safety cover) are not covered by Meyco but by a separate manufacturer's warranty. Unless required by applicable law, this warranty sets forth all responsibilities of Meyco Pool Covers. Meyco shall not be responsible for warranty except as set forth herein.

State Law Rights

This warranty gives you specific legal rights as limited herein. You may have other rights that vary from state to state

Twelve Year Warranty is for MeycoLite Mesh, RuggedMesh and PermaGuard covers only.

This warranty is written free from "legaleze" and in conformity with the warranty format recommended by the Federal Trade Commission and in keeping with the intent of the Magnuson-Moss Warranty act.

Attach sales receipt or copy of cancelled check to warranty certificate and file for future reference.

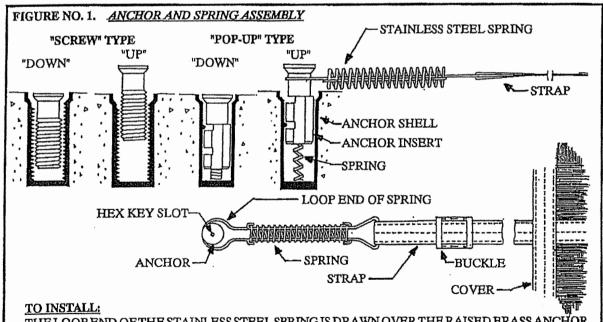
TECHNICAL SPECIFICATIONS FOR THE MEYCO SWIMPOOL COVER

1. SCOPE

The purpose of these technical specifications is to describe the physical properties and design of the materials used in the fabrication of; and all the hardware utilized in the installation of; a MEYCO Safety Swimpool Cover.

2. GENERAL

To provide a polypropylene fiber fine-mesh fabric cover reinforced with 1" polywebbing straps which are secured to the pool perimeter with stainless steel springs attached to brass anchors set in concrete, wood, brick, flagstone or other decking surface. The cover must be capable of being easily and quickly installed. The cover shall be criss-crossed in sections with heavy duty, triple stitched, polypropylene webbing, acting as stringers for strength. For rectangular covers over 2000 square feet and free-form covers, the dominant number of sections shall be 3 feet square minimum (nine square feet) and not over 16 square feet. Rectangular covers under 2000 square feet shall be fabricated to insure that the dominant number of sections shall be a minimum of 4'6" x 4'6" (approximately 20 square feet) and not over 5'6" x 5'6" (approximately 32 square feet). These stringers of webbing, that run in both directions across the cover, extend 20" from the cover's edge at these intervals. They are double ply in their extension as straps which are secured to the spring with a stainless-steel buckle to permit adjustment of the strap length. The above described assembly is shown in Figure No. 1.



THE LOOP END OF THE STAINLESS STEEL SPRING IS DRAWN OVER THE RAISED BRASS ANCHOR BY A STAINLESS STEEL INSTALLATION ROD. THIS RESULTS IN "DRUM TIGHT" TENSION ON THE COVER. WHEN NOT IN USE, A QUARTER TURN TO THE LEFT OF THE "POP-UP" TYPE ANCHOR INSERT REMOVES IT FROM ITS "LOCKED UP" POSITION. THE INSERT CAN THEN BE PUSHED DOWN TO BE FLUSH WITH THE DECK AND LOCKED IN THIS POSITION BY A QUARTER TURN TO THE RIGHT. WHEN A SCREW TYPE ANCHOR IS USED, 10 HALF TURNS TO THE LEFT WILL RAISE THE INSERT 1/2"TO PERMIT IT TO ACCEPT THE LOOP END OF THE SPRING. TEN HALF TURNS TO THE RIGHT RETURNS THE INSERT TO A POSITION FLUSH WITH THE DECK.

B. STRINGERS, WEBBING, AND ABRASION STRIPS

- 1. Webbing shall not be less than 1" in width.
- 2. A minimum breaking strength of 2000 lbs. single webbing and 4000 lbs. on 2 ply straps.
- 3. Webbing shall consist of 75% polyester for flexibility and strength so that cover is always in a taut position and 25% polypropylene for sunlight, strength and chemical protection.
- 4. Abrasion strips shall consist of an extruded, abrasion resistant plastic beveled on both sides at least 1/4" high and lower in center to protect thread and cover from wearing at coping edge.
- 5. Color: Cross woven black structural threads interwoven with one direction (warp) green threads.



C. TENSION SPRINGS

- Springs to be 302 stainless steel with the compression insert hook to be 420 or 430 stainless steel.
- 2. Springs to be equal to .135 stainless steel spring wire.
- 3. Spring hooks to be .162 stainless steel wire.
- 4. Springs to be 7-1/2 inches and 10 inches long extended.
- 5. Alternate springs for use in constricted areas are 5-1/2 inches and 7 inches long extended.
- Breaking strength of springs to exceed 1000 pounds.

D. ANCHORS - INSTALLATION

- 1. "Pop-up" anchors to be machined brass with stainless spring inserts. All parts to be stainless steel or brass.
- 2. Screw type anchors to be machined brass.
- Anchors shall be completely flush with the ground when not in use and the cover is off the swimming pool. There shall be no projections to trip over, or openings to allow dirt or foreign matter to get inside the anchors.
- 4. The anchors can be easily and quickly put into their extended position to lock the cover by a half-turn with an Allen type key to prevent unauthorized removal.
- 5. Inserts are constructed for quick-removal and cleaning.

E. INSTALLATION ROD - LOCKING DEVICE

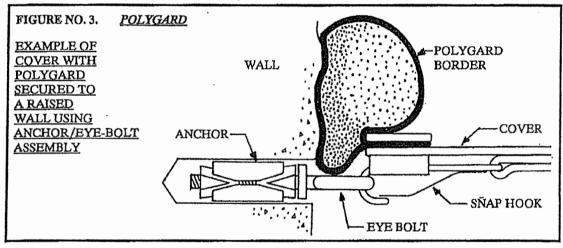
Rod shall be of stainless steel with a pulling strength of 300 pounds with an elastomeric molded handle grip.

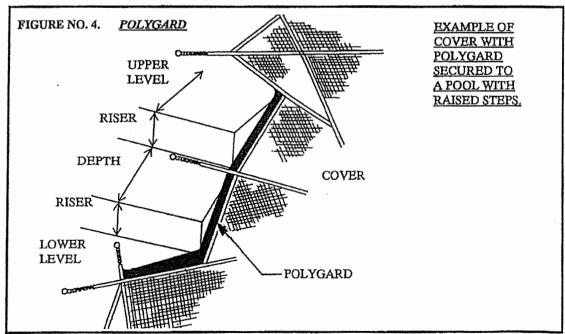
F. THREAD

Thread shall be EE minimum mildew proof, chemical proof natural dacron color as specified by U.S. Government or similar.

G.POLYGARD

To lessen the amount of possible gaps where a MEYCO cover meets obstructions such as rocks, waterfalls, raised bond-beams, etc., Meyco developed "POLYGARD". It is a tough composite comprising a soft, floating, conformable, closed cell foam core encased in a tightly woven puncture-resistant high tensile fabric, coated on both sides with abrasion and weather resistant DuPont vulcanized rubber. See Figures No. 3 & 4.





AMERICAN SOCIETY FOR TESTING AND MATERIALS 1916 Race SI, Philadelphia, Pr 19103 Reprinted from the Annual Book of ASTM Standards. Copyright ASTM It not listed in the current combined index, will appear in the next edition

Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs¹

This standard is issued under the fixed designation F 1,346; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (c) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This specification establishes requirements for safety covers for swimming pools, spas, hot tubs, and wading pools (hereinafter referred to as pools, unless otherwise specified). When correctly installed and used in accordance with the manufacturer's instructions, this specification is intended to reduce the risk of drowning by inhibiting the access of children under five years of age to the water.

1.2 This specification includes performance tests to demonstrate the compliance or noncompliance to requirements herein stated for safety covers. It also includes marking requirements for all covers.

1.3 The values stated in inch-pound units are to be regarded as the standard. The values in parentheses are given for information only.

1.4 The following safety hazards caveat pertains only to the test methods section, Section 9, of this specification: This standard does not purport to address all of the safety problems, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.

2. Referenced Document

2.1 NFPA Document: National Electrical Code, Article 680-26²

3. Terminology

3.1 Description of Terms Specific to This Standard:

3.1.1 appurtenances—subordinate parts or adjunct accessory components to the cover such as hardware including buckles, straps, ties, springs, anchors, tracks, rollers, lifting arms, and the like.

3.1.2 automatic cover—a cover which can be placed over the water area and removed with a motorized mechanism actuated by a suitable control mechanism. See also power safety cover (PSC), other cover (OC).

3.1.3 harrier—something that restrains or obstructs access to the body of water.

3.1.4 blanket—a material used for thermal insulation. See also solar energy blanket.

3.1.5 cover—something that covers, protects or shelters, or a combination thereof, a swimming pool, spa, or hot tub.

3.1.6 debris cover—a cover with attendant appurtenances positioned over the pool area which permits the cover to prevent debris, such as foliage, dirt, windblown trash, and the like from entering the pool. It is intended to be completely removed before the entry of bathers. See also other covers (OC).

3.1.7 decks—those areas abutting a pool, spa, or hot tub that are specifically constructed or installed (for example, of wood, concrete, brick, stone, and the like) for use by bathers for sitting, standing or walking and may also act as a base for supports for covers.

3.1.8 donne—a semipermanent enclosure supported by trusses, or positive air pressure erected over the pool area to provide temperature and atmospheric control over the pool environment.

3.1.9 energy conservation—the reduction of heat loss from pool water through air convection or evaporative cooling, or both.

3,1.10 hot tub—a spa constructed of wood with sides and bottoms formed separately; and the whole shape joined together by pressure from surrounding hoops, bands or rods; as distinct from spa units formed of plastic, concrete, metal, or other materials.

3.1.11 inaccessible locations—a location at least 5 ft (1.5 m) above the ground with no other access such as hand or footholds which would permit a child to reach the location.

3.1.12 manual cover—a cover which requires it to be placed over the water area by hand. See also manual safety cover (MSC), and other covers (OC).

3.1.13 markings—the application of numbers, letters, labels, tags, symbols or colors to provide identification and safety information and to expedite handling during shipment and storage.

3.1.14 manual safety cover (MSC)—a barrier which requires it to be placed over the water manually. Provides a high level of safety for children under the age of five by inhibiting their access to the water.

3.1.15 other covers (OC)—includes any cover type not incorporated in the other two classifications; PSC, MSC. They are not intended to serve as a barrier for children under the age of five.

3.1.16 power safety cover (PSC)—a barrier which can be placed over the water area and removed with a motorized mechanism actuated by a suitable control mechanism. Provides a high level of safety for children under the age of five by inhibiting their access to the water.

3.1.17 safety cover—a barrier (intended to be completely removed before entry of bathers), for swimming pools, spas. hot tubs or wading pools, attendant appurtenances and/or auchoring mechanisms which reduces—when properly la-

¹ This specification is under the jurisdiction of ASIM Committee 1-15 on Consumer Products and is the direct responsibility of Sulcommittee F15.28 on Covers for Pools, Spas, and Hot Tubs.

Current edition approved Aug. 15, 1991. Published December 1991.

Available from National Fire Protection Assoc., Batterymarch Park. Quincy, MA 02269.

beled, installed, used and maintained in accordance with the manufacturers' published instructions—the risk of drowning of children under five years of age, by inhibiting their access to the contained body of water, and by providing for the removal of any substantially hazardous level of collected surface water. See also power safety cover (PSC), and manual safety cover (MSC).

- 3.1.18 solar energy blankets—a cover which is a floating translucent (not transparent) heat insulating sheet incorporating, for example, encapsulated air bubbles or similar low heat transfer (floating) sheet material whose purpose is to inhibit heat dissipation from the pool water surface through air convection or evaporative cooling. The sheet material, customarily translucent (not transparent) to permit the transfer of solar radiation energy directly to the pool water at all depths and intended for day and night use, is cut to the shape of the pool and is not affixed to the pool structure. It is intended to be completely removed before the entry of bathers.
- 3.1.19 energy conservation blanket—a cover which is a floating heat insulating sheet material incorporating, for example, a cellular foam or similar low-heat transfer material whose purpose is to inhibit heat loss from the covered water, through air convection or evaporative cooling, or both. Such materials are customarily cut to the shape of the pool and are intended for a night covering. The blanket is not affixed to the pool structure. It is intended to be completely removed before the entry of bathers.
- 3.1.20 wading pool—a shallow, pool intended for wading, not swimming.
- 3.1.21 waterline—the waterline shall be defined in one of the following ways:
- 3.1.21.1 skimmer system—the water line shall be at the mid-point of the operating range of the skimmers.
- 3,1.21.2 overflow system—the waterline shall be at the top of the overflow outlet.

4. Cover Classifications and Minimum Qualification Criteria

- 4.1 Power Safety Cover (PSC)—Provides a high level of safety for children under the age of five by inhibiting their access to the water.
- 4.1.1 Must satisfy 5.1, 5.2, 5.3, 6.1, 6.2, 6.3, 6.4, 6.5, 7.1, 7.2, 7.3, 7.4, 8.1, 8.2, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11, 8.12, 9.1, 9.2, 9.3, 9.4, 10.1, 10.2, 10.3, 10.4, and all subsections.
- 4.2 Manual Safety Cover (MSC)—Provides a high level of safety for children under the age of five by inhibiting their access to the water. May require a longer period of time to be fully secured.
- 4.2.1 Must satisfy 5.1, 5.2, 5.3, 6.1, 6.2, 6.3, 6.4, 6.5, 7.1, 7.2, 7.3, 7.4, 8.1, 8.2, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11, 8.12, 9.1, 9.2, 9.3, 9.4, and all subsections.
- 4.3 Other Covers (OC)—Includes any cover type not incorporated in the other two categories MSC, PSC. They are not intended to serve as a barrier for children under the age of five. Design characteristics may be hazardous when used in the presence of children under the age of five.
- 4.3.1 Shall satisfy 5.1, 5.2, 5.3, 8.1, 8.2, 8.3, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11, 8.12, and all subsections.

5. Materials and Manufacture

- 5.1 Only materials not known to be harmful to health, within the intended application, shall be used.
- 5.2 All materials and components shall be durable and satisfactory for the intended purpose under the conditions normally prevailing at the site.
- 5.3 The cover shall be manufactured or fabricated, or both, in accordance with generally accepted, good manufacturing practices.

6. General Requirements for Safety Covers

- 6.1 Installation/Use of safety covers—Unless installed by the manufacturer, or responsible parties, or both, detailed instructions for installation shall be given in a form included in the packaging or a label, or both, attached to the cover.
- 6.2 Labels attached to the cover shall meet the general requirements described in 8.5.1, 8.8, 8.8.1 and 8.8.2.
 - 6.3 Markings for safety covers shall include:
 - 6.3.1 the manufacturer's name,
 - 6.3.2 date manufactured or installed, and
- 6.3.3 instructions to consumers to inspect the cover for premature wear or deterioration.
- 6.3.4 Labels attached to covers shall meet the general requirements described in 8.4.1, 8.7, 8.7.1, 8.7.2, 8.7.3, 8.8, 8.8.1, and 8.9.
- 6.4 Fastening mechanisms or devices—Ties, attachment points, anchors, anchorage, and controls for automatic covers or other means of fastening a cover shall include provisions such as keys, combination locks, special tools, devices, or inaccessible locations, and the like, to inhibit children under five years of age from removing or operating the cover. When subjected to the load and perimeter deflection tests described in 9.1 and 9.2, all fastening devices shall remain in their intended, secured or closed, or both, position. After the test, the intended performance of the device should not be impaired.
- 6.5 Openings—The cover shall be designed in such a way that, when it is tested by the test method described in 9.4, any opening in the major component or between the edge of the cover and the deck surface or coping wall, or both, and the top surface of the spa or pool does not allow the test object to pass through. The test object shall not gain access to the water, or be subject to entrapment.
- 6.6 Seams, ties or welds in the cover shall show no signs of damage, which will impair intended performance of the device when the cover is tested by the methods described in 9.1, 9.2, 9.3, and 9.4.

7. Performance Requirements for Safety Covers

- 7.1 Static Load—In the case of a pool with a width or diameter greater than 8 ft (2.4 m) from the periphery, the cover shall be able to hold a weight of 485 lb (220.0 kg) (2 adults and 1 child) to permit a rescue operation.
- 7.1.1 In the case of a pool with a width or diameter not greater than 8 R (2.4 m) the cover shall withstand the weight of 275 lb (125 kg) (weight of a child and an adult). Compliance shall be determined by the test method described in 9.1.
- 7.2 Perimeter Deflection—The cover shall be designed in such a way that, when it is tested by the test method described in 9.2, deflection of the cover does not allow the

test object to pass between the cover and the side of the pool, or to gain access to the water.

- 7.3 Surface Drainage—The cover shall be so constructed, or incorporate a system, or have an auxiliary system provided, that when used in accordance with the manufacturer's instructions, shall drain substantially all standing water from the cover within a period of 30 min after cessation of normal rainfall. Compliance shall be determined by the test in 9.3.
- 7.4 Opening Tests—The tests shall be conducted by the test method described in 9.4 to demonstrate that any opening in the major component or between the edge of the cover and the deck surface or coping wall, or both, and the top surface of the pool or the top surface of the spa is sufficiently small and strong to prevent the opening from being forced to a size that will allow the test object to pass through.
- 8. Minimum Label Requirements for All Covers for Swimming Pools, Spas, and Hot Tubs
- 8.1 Product Label—All covers shall be labeled/marked to identify manufacturers or other responsible parties (such as private label distributors), or both. Labels attached to covers shall meet the general requirements described in 8.5.1, 8.8, 8.8.1, and 8.8.2.
- 8.2 Warning Labels—All covers shall be required to have attached the following warning label:
 - 8.2.1 Signal Word-WARNING.
- 8.2.2 Safety Alert Symbol—Preceding the signal word there shall be triangle with an exclamation point inside the triangle.
- 8.2.2.1 Word Message—The standard word message shall be AVOID DROWNING RISK which shall be the first message to appear directly under the signal word.
- 8.2.2.2 Additional Word Message Statement—Covers with any of the outlined hazards in Fig. 1 shall list all applicable warning statements on the label.
 - 8.3 Color-Non-safety cover warning label.
- 8.3.1 Signal Word—Black letters with orange background.
- 8.3.2 Safety Alert Symbol—Black triangle with orange exclamation point,
- 8.3.3 Word Message—Black lettering on white background or white letters on black background.
 - 8.4 Color-Safety cover warning label.
- 8.4.1 Colors assigned to the signal word panel may also be used for the message word panel provided the panel colors contrast with the lettering of the label. This is applicable to

- covers conforming with the PSC and MSC classifications only.
 - 8.5 Warning Label—Letter size.
- 8.5.1 Lettering shall be of a size that enables a person with normal vision, including corrected vision, to read the safety sign or label at a safe viewing distance from the hazard. Considerations should be given to environmental variables that will affect readability.
- 8.5.2 Signal Word—Letter height shall be at least 50 % greater than the selected height of the message panel wording.
- 8.5.3 Safety Alert Symbol—Safety alert symbol, when used with the signal word shall precede the signal word. The base of the safety alert symbol shall be on the same horizontal line as the base of the letters of the signal word. The height of the safety alert symbol shall equal or exceed the signal word letter height.
- 8.5.4 Word message letter height shall be as defined in Table 1.
 - 8.6 Letter style:
- 8.6.1 Signal Word shall be in sans serif letters in upper case only.
- 8.6.2 Message Panel shall be in sans scrif letters: Letters may be in upper case only.
- 8.6.3 Examples of acceptable lettering styles are: medium or bold helvetica, or news gothic bold.
- 8.7 Placement—Location shall be such that the message will:
- 8.7.1 Be readily visible to the intended viewer, taking into consideration all possible viewing angles, and
- 8,7,2 Alert the viewer to the potential hazard in time to take appropriate action.
- 8.7.3 Label must be located so as not to be removed in the fitting process.
- 8.8 Life Expectancy—The label shall have a reasonable expected life with good color stability and word message legibility when viewed as stated in 8.5.1. Reasonable expectancy shall be taken into consideration in accordance with the expected life of the product.
- 8.8.1 Protection—When possible, placement of label should provide protection from foreseeable damage, fading, or visual obstruction caused by abrasion, ultraviolet light or substances such as chemicals or dirt.
- 8.8.2 Attachment—The label shall be attached permanently to the product or so that it cannot be easily removed.
- 8.9 Replacement—Product/Warning labels should be replaced by the product user when they no longer meet

'HAZARD/WARNING STATEMENT CHART'

If This Hazerd Exists:

- 'Will not support weight (as defined in this specification) Nonsecured or improperly secured covers
- *Concealment by slipping under cover
- 'Drowning on top of cover in accumulated surface water (as defined in this specification)
- *Concealment, Entrepment--- Drowning under cover
- *General requirement for all covers
- 'Ontion to above for Salety Covers
- *Cover does not meet all requirements of this specification for PSC, MSC.

Add This Warning Statement:

- ACO THIS TREITING STREETH.
- 'Stay oil cover---will not support weight.
- 'Keep children away. Children or objects cannol be seen under cover.
- *Remove Standing Weter-child can drown on top of cover.
- 'Remove cover(s) completely before entry of bathers-entrepment possible.
- 'Non-secured or improperly secured covers are a hazard.
- 'Failure to follow all instructions may result in injury or drowning.
- 'This is not a Safety Cover.

TABLE 1 Word Message Letter Height Sizes

	The state of the s				
Sale Viewing Distance	Minimum Letter Height for FAYORABLE Reading Conditions	Minimum Letter Height for UNFAVORABLE Reading Conditions			
less than 24 kg.	Height (In.) = View Distance	Height (in.) = View Dist.			
24 to 96 In.	Height (In.) = View Distance	Height (m.) = View Dist.			
greater than 96 in.	Height (In.) = View Distance	Height (In.) = View Dist.			

legibility requirements for safe viewing distance described in 8.5.1 and 8.7.1. In cases where products have an extensive expected life or where exposed to extreme conditions, the product user should be able to obtain replacement labels from the manufacturer or responsible party.

8.10 Instruction/Use Label—Any product instructions or use label not attached to the product, intended to be viewed by the consumer/user shall contain in its contents the same applicable warning label as set forth in 8.2 through 8.6.3.

8.10.1 When special circumstances limit use of label colors to two colors, the colors assigned to the message word panel may also be used for the signal word panel provided that the panel colors contrast with background color of instruction/use label.

8.11 Packaging Label—If packaging is intended for product display to the consumer/user, applicable warning label as described in 8.2 through 8.6.3 shall be placed on the printed side of the package intended for display and/or consumer information. The label shall be printed on or affixed to the package and not easily removable.

8.11.1 When special circumstances limit use of label colors to two colors, the colors assigned to the signal word panel may also be used for the message word panel provided that the panel colors contrast with background color of packaging.

8.12 Compliance Labeling—All labels shall note the specific cover classification.

9. Test Methods For Safety Covers

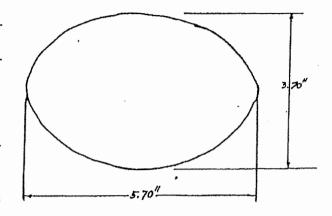
9.1 Static Load Test:

9.1.1 This test shall be conducted to demonstrate that the cover is capable of supporting a weight of (a) 485 lbs (composed of one 210-lb, one 225-lb or one 50-lb weight) for pools or spas within a width or diameter greater than 8 ft or (b) 275 lbs (composed of one 225-lb and one 50-lb weight) for a pool or a spa with a width or diameter equal to or less than 8 ft distributed over 1 ft² each, all of which are within a 3-ft radius without the test objects causing damage which would allow any of the test objects to pass through the cover. During this test there shall be no requirement for the absence of water appearing on the surface of the cover.

9.1.2 Procedure—The pool shall be filled to its waterline and the cover fitted in accordance with the cover manufacturer's instructions. The test objects shall be placed on the surface of the cover at the following critical points:

9.1.2.1 The center point of the cover.

9,1,2,2 Between attachment points and a distance of at least 4 Ω (1.2 m) but not to exceed 6 Ω from the side of the pool.



Note 1-Area = 16,6 in.² Note 2-Perimeter = 16.0 in.

FIG. 2 Template for Swimming Pool Cover Standard

9.1.2.3 The test objects shall remain in each test position for a period of 5 min.

9.2 Perimeter Deflection Test:

9.2.1 This test shall be conducted to demonstrate the following: If a child under the age of five were to fall onto the cover neither that child nor another child could slip through any openings that may occur between the cover and the side of the pool.

9.2.2 Perimeter Deflection Test Object—Test object shall be 3.7 in. (0.09 m) by 5.7 in. (0.14 m) by a minimum 12 in, length and a weight of 36.6 lbs in an ellipsoidal shape. See Fig. 2.

9.2.3 Procedure—With 50 lbs (22.7 kg) on the cover at a distance of at least 4 ft, but not exceeding 6 ft from the side of the pool, the same cover shall not deflect to allow a perimeter test object to pass through, gain access to the water or be subject to entrapment between the cover and the side of the pool.

9.3 Surface Drainage Test:

9.3.1 Surface Drainage Test Object—Timmy³ or equivalent (32 in, length by 9 in, width by 5 in, deep by 36.6 lbs torso-shaped object) shall be placed on the pool cover in a supine position, faceup, within two to three feet of and parallel with the pool's edge. Three minutes later there shall not be an unsafe amount of water. An unsafe amount of water is defined as any quantity of water which completely covers the torso of the surface drainage test object.

9.3.2 Procedure—Test the cover by spraying water evenly over the area at an application rate of 10 gal/min per 1000 \(\text{N}^2 \) (9.29 m²) of pool area for a period of 30 min. During this test, all equipment shall operate in accordance with cover manufacturer's instructions. Thirty minutes after completion of this procedure, the cover shall pass the test method in 9.3. At all times during the procedure, maintain the pool level at the waterline.

9.4 Openings Test:

9.4.1 These tests shall be conducted to demonstrate that

^{3 &}quot;Timmy" is a CPR mannequin, three year old boy: available from Simulaids Inc., P.O. Box 807, Dixon Avenue, Woodstock, NY 12489.

any openings remain small enough to prevent a small child's head from gaining access to the water.

9.4.2 Openings test object—A solid faced sphere test

object with a maximum breadth of 4.5 in.

9.4,3 Procedure—The cover shall be fitted in accordance with the cover manufacturer's instructions. The test object shall be placed at or into any existing opening and apply a force of 40 lbs (plus or minus I pound) steadily to ensure the test object cannot pass through at the following critical openings:

9.4.3.1 Any opening between the edge of the cover and the deck surface and coping wall, or both, or the top surface of the spa or pool.

9.4.3.2 Any opening in the major component of the cover.

10. Operating Controls, Safety Covers

10.1 The open-close switch shall be spring-loaded or of

the momentary contact type, so that when released, the cover stops operation immediately at any point in the open or closed cycle period.

10.2 The cover shall be reversible in direction from a full stop at any point in its travel without having to complete the

full open or closed cycle,

10.3 Electrically operated control switches and motors shall be installed in accordance with the National Electrical Code Article 680-26.

10.4 The type of pool covering operating controls shall be such that:

10.4.1 Its fixed location is in the line of sight of the complete pool cover, or by its operating process. This ensures that the operator shall be in complete view of the cover at all times during the closing or pool covering process.

10.4.2 Switching devices shall be key-operated or locked away or able to be de-activated or otherwise located in an inaccessible location. An Inaccessible location shall be at a height of at least five feet above the deck.

ANNEX

(Mandatory Information)

AL RATIONALE

Al.1 Scope

A1.1.1 Although the majority of child-drowning and near-drowning which were reported did not involve safety covers, those who purport to provide a level of safety should be held to a higher level of reliability. Injury reports made available from CPSC indicate that male children, one and two years of age, living in a home with an in-ground pool are at the highest risk of being involved in a submersion incident that requires medical care.

A1.2 Referenced Documents

A1.2.1 Allows document reviewers the necessary information to validate the text of the standard.

A1.3 Terminology

A1.3.1 Consumers and new manufacturers may not be familiar with the technological language used within the text. This section also provides definitions for new terms created for this standard,

A1.4 Cover Classifications and Minimum Qualification Criteria

A1.4.1 By defining both the level of safety afforded and standard requirements to be satisfied, manufacturer and consumer will be able to define their needs and properly interpret the standard. This section also allows manufacturers to research and develop new technology which when applied could change their designation.

A1.5 Materials and Manufacture

A1.5.1 Varying lead times for material availability restrict or delay immediate compliance with this standard.

A1.6 Performance Requirements For Safety Covers

A1.6.1 Specified load factors represent the 95th percentile for a child under the age of five as well as one male adult and one female adult.

A1.6.2 If one child should gain access to the surface of the cover, another child in the area of the pool should not face increased risk.

A1.6.3 Recognizing that some residual water will remain after the surface water is removed, the test has been devised to ensure that the level can be maintained below that deemed substantially hazardous to a child of three based on data received from the Consumer Product Safety Commission.

A1.6.4 Openings in the major component or horizontal openings between the cover and solid structure of the pool area should remain small enough to prevent the head of a small child from gaining entrance. The head breadth for a 5th percentile of a 7 month old is about 4.5 in. The smallest mobile child would be about 7 months old since at this age 50 % of children can creep on hands and knees.

A1.7 Minimum Label Requirements For All Covers For Swimming Pools, Spas, and Hot Tubs

A1.7.1 Labeling on the product allows for transfer of the information to second owners and temporary users.

A1.7.2 The combination of Signal Word, Safety Alert Symbol and Word Message provides a higher level of warning than any single effort.

A1.7.3 An effort is being made nationally to make consistent the colors used to alert consumers to potential hazards.

A1.7.4 Contrast of colors between letter colors and labels are necessary in order to attract users' attention to label and enable readability.

A1.7.5 Letter size is an important factor in warning

棚 F 1346

legibility so the consumer can recognize and avoid the hazard.

- A1.7.6 Style of lettering affects the readability of the warning message.
- A1.7.7 Warning labels can be more effective if they allow for reaction time on the part of the consumer.
- A1.7.8 Damaged labels would not provide as strong a message as necessary.
- A1.7.9 Due to extended life expectancy of cover products, labels cannot be expected to maintain their original appearance.
- A1,7.10 Labeling messages and format should be consistent from point of purchase to use and/or application of cover.
- A1.7.11 Packaging is, at times, the consumers first exposure to product information. Information contained on the warning label is necessary for making informed choices.
- A1,7.12 All labels shall note that the product meets the requirements described in Specification F 1346.

A1.8 General Regulrements For Safety Covers

- A1.8.1 Installation can be a key factor in the effectiveness of a safety cover whether it is manually or power installed.
- A1.8.2 Manufacturer's markings are necessary to allow a continuity for second owners and consumer/manufacturer contact.
- A1.8.3 The mechanisms which secure the cover are an integral component that help to defeat a child's entry to the water.
- A1.8.4 Openings shall not be so large that the purpose of the cover is defeated.
 - A1.8.5 Structural integrity is necessary to provide safety.

A1.9 Test Methods For Safety Covers

- A1.9.1 The rescue operation may require two adults and the cover shall support the total combined weight to avoid possible injury to those in the rescue attempt. The 95th percentile is represented by the 225-lb male, 210-lb female and 50-lb child.
- A1.9.2 This test was devised to avoid an opening large enough for one child or another child to fall between the edge of the cover and the edge of the pool when one child of 50 lb is already on the cover.
- A1,9.3 Recognizing that some residual water remains after the surface water is removed, this test is devised to ensure that the level is maintained below a level deemed substantially hazardous to a child under three years of age.
- A1.9.4 No opening shall exist in the cover or at any point that the cover joins the surface of the pool structure or deck area (which would allow a small child's head to gain access to the water or become entrapped). The head breadth for a 5th percentile 7 month old is about 4.5 in.

A1.10 Operating Control, Safety Covers

- A1.10.1 Operator controlled momentary contact type switches afford greater control in the event of an emergency.
- A 1.10.2 Should a child enter the water during the closure process, the cover shall be able to reverse without total closure.
- A1.10.3 It is important in the case of an electrical installation to protect children and all swimmers from the possibility of electrocution, which is the purpose of Article 680-26 of the National Electrical Code.
- A1.10.4 Operator observation of the pool during the closing process is necessary to ensure that another person does not enter the water during the process. Additionally, the location of the activating device or the ability to render it inactive is necessary to avoid unauthorized opening of the cover.

The American Society for Testing and Materials takes no position respecting the validity of any patent rights assorted in connection with any item mentioned in this standard. Users of this standard are expressly advised that determination of the validity of any such patent rights, and the risk of iniringement of such rights, are entirely their own responsibility.

This standard is subject to revision at any time by the responsible technical committee and must be reviewed every live years and if not revised, eliher reapproved or withdrawn. Your comments are invited either for revision of this standard or for additional standards and should be addressed to ASTM Headquarters. Your comments will receive careful consideration at a meeting of the responsible technical committee, which you may altend. If you feel that your comments have not received a felt hearing you should make your views known to the ASTM Committee on Standards, 1916 Race St., Philadelphia, PA 19103.

MEYCO™ SAFETY SWIMPOOL COVER **LIMITED 12 YEAR CERTIFICATE OF WARRANTY***

TWO YEARS

TWELVE YEARS

What Is Covered Defects in material and/or workmanship in a new cover.

Failure under normal use and service condition.

How Long

Two years from date of original purchase.

Twelve years from date of original purchase.

What We Will Do

We will replace or repair, at our option, any part or parts which to our satisfaction prove defective.

We will replace your cover at a percentage of the current list price; customer to pay for usage on a pro rata basis for each month of ownership or part thereof up to a total of 144 months.

What We Will Not Do: Warranty conditions will not be honored if:

- (a) the cover has been subjected to misuse, (e.g. not drum-tight), alteration, neglect, abuse or accidents caused by, but not limited to animals, machinery or other foreign objects.
- (b) the water level of the pool falls more than 18" below the pool top during the snow
- (c) a standard or rectangular cover is used on other than a rectangular pool for which it is sized for;
- (d) the cover is used on a pool other than the original installation or;
- (e) the cover is not used for its stipulated purpose or not installed and used in accordance with manufacturer's instruction or;
- (f) the cover pump (solid safety cover) has not been used to remove accumulating surface water.

Must Do

What Customer To be considered for repair or replacement original purchaser should return the cover FREIGHT PREPAID with springs removed in a clean, dry condition, along with proof of purchase indicating date of purchase, from whom purchased, and warranty number. For more information on warranty service call our customer service department at (800) 446-3926. Covers will not be accepted for warranty consideration without a return authorization from Meyco Products.

Other Conditions

All repairs or replacement under warranty shall be F.O.B. Spartanburg, S.C or Melville, NY. MeycoTM shall not be liable for freight, installation, service, or labor costs.

NOTE: Cover pumps (solid safety cover) are covered by a separate manufacturer's warranty.

This warranty sets forth all responsibilities of MEYCO PRODUCTS. Meyco™ will not be responsible for any promises not in our warranty.

State Law Rights

This warranty gives you specific legal rights.

You may have other rights which vary from state to state.

*Twelve Year Warranty is for Meycolite Mesh, Rugged-Mesh and Permaguard-Lite Covers Only.

*This warranty is written free from "legaleze" and in confornity with the warranty format recommended by the Federal Trade Commission and in keeping with the intent of the Magnuson-Moss Warranty act.



- REMOVE COVER COMPLETELY BEFORE ENTRY OF BATHERS ENTRAPMENT POSSIBLE.
- NON-SECURED OR IMPROPERLY SECURED COVERS ARE A HAZARD.
- DO NOT WALK ON COVER EXCEPT IN AN EMERGENCY.

Mesh Covers Solid Covers

- KEEP COVER DRUM TIGHT TO AVOID UNSAFE STANDING WATER.
- REMOVE STANDING WATER CHILD CAN DROWN ON TOP OF COVER.
- FAILURE TO FOLLOW ALL INSTRUCTIONS MAY RESULT IN INJURY OR DROWNING.

INSPECT COVER PERIODICALLY FOR WEAR

THIS MEYCO™ SAFETY COVER MEETS ASTM STANDARDS WHEN USED IN ACCORDANCE WITH PRINTED INSTRUCTIONS

MEYCO PRODUCTS, INC., 1225 WALT WHITMAN RD., MELVILLE, NY 11747 846 W.O. EZELL BLYD., SPARTANBURG, SC 29301

Visit Our Website At: www.meycoproducts.com

This Cover Has Been Carefully Inspected Prior To Shipping And Has Been Determined Free Of Manufacturing Or Material Defects.

• DO NOT DRAG COVER OVER ANY ABRASIVE SURFACE, CARRY COVER TO POOL AREA.

DRAGGING COVER OVER CONCRETE, BRICK, OR OTHER ABRASIVE SURFACES WILL CAUSE DAMAGE NOT COVERED BY OUR WARRANTY.

• BE CAREFUL NOT TO CATCH THE COVER MATERIAL ON THE SPRINGS OR ANCHOR NECKS.

THIS COULD CAUSE SMALL PULLS AND TEARS IN THE MATERIAL NOT COVERED BY THE WARRANTY.

• CHECK POOL WATER LEVEL, IT MUST BE WITHIN 18" OF THE TOP OF THE POOL, AND MUST NOT FALL LOWER DURING THE WINTER (SNOW) SEASON.

LOW WATER LEVEL WILL CAUSE UNDUE STRESS ON THE COVER AND COULD CAUSE DAMAGE NOT COVERED BY OUR WARRANTY. **Lincoln Aquatics** 2051 Commerce Avenue Concord, CA 94520 Phone: 800-223-5450 Fax: 888-680-2825



SALES QUOTE

Sales Quote Number: WQ102455

Sales Quote Date: 2/3/17

Page: 1

Sold To:

California City Pool Brenda Daverin 21000 Hacienda Blvd California City, CA 93505 Ship To:

California City Pool Brenda Daverin 21000 Hacienda Blvd California City, CA 93505

Ship Via

UPS GRD

Ship Method

FOBO

Terms Sales Person NET30

Michael Luecker/800/223-5450 x245

Customer ID

CCP78

Your Reference **Cust Phone**

Brenda Daverin 760/373-3530

Cust Fax

Item No.	Description	Unit	Quantity	Unit Price	Total Price	
84-045	Safety cover, 3744 sq.ft. EACH 1 \$7,695.00 \$7,695.00					
	Accurate measurements required. We need to know where your hand railings are					

located.

It has been assumed that all obstructions are removable. If not, please give

location of each.

84-000 85+/- Pop up Brass Anchors (Spring Loaded) SQ-FT

\$170.00

\$500.00

\$170.00

ESTIMATED Freight

1

\$500.00

To approve or review this quote, please contact your sales rep at the number shown above. You can also phone us at: 800-223-5450

To expedite orders, please include Quote Number with purchase order. Orders placed after the expiration date may be re-quoted. Freight quotes good for 30 days.

Submitted By:

Accepted By:

Amount Subject to Sales Tax 7,865.00 Amount Exempt from Sales Tax 500.00

Subtotal: Invoice Discount: **Total Sales Tax:** 8.365.00 0.00 570.22

Total:

8,935.22

Store # Dist # LPM-129 8 Date STR Phone STR Fax # Jan 6th 2017 09:59 AM (661) 945-4421 (661) 945-4422



Customer

GLI QUOTE #

Service Call #

BRENDA DAVERIN

SAF-333620-17-WQ

Errors Affecting Completion: HD Commercial Springs Recommended on covers over 2100 sq ft Warnings Affecting Accuracy: HD Commercial Springs Recommended on covers over 2100 sq ft

	Original Mesh	Sunblock Mesh	Economy Mesh	Economy Solid	Supreme Solid	Supreme Solid
				MeshDrain	SureFlo	Pump
Cover Price	7605.46	N/A	N/A	N/A	N/A	N/A
Subtotal	7605.46	N/A	N/A	N/A	N/A	N/A
Freight - 99650	69.99	N/A	N/A	N/A	· N/A	N/A
Deposit Required Before Tax	7675.45	N/A	N/A	N/A	N/A	N/A
Installation - 98158	1664.00	N/A	N/A	N/A	N/A	N/A
Trip Charge - 89999	25.88	N/A	N/A	N/A	N/A	N/A
Grand Total	9365.33	N/A	N/A	N/A	N/A	N/A
Balance Due Before Tax	1689.88	N/A	N/A	N/A	N/A	N/A
Please Check One	○ Green ○ Blue ○ Tan ○ Gray	N/A	N/A	N/A	N/A	N/A

STORE USE ONLY							
Nine Digit Sku #			Anchors 104				
Deck Drilling Wavier Complete (Team member signature) Warranty Document Complete (Team member signature)							
Comments							
	ONCE COMPLETE	FAX TO 602-366-3721					

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City Council

Meeting Date: May 23, 2016

TO: Mayor and Council

FROM: Tom Weil, City Manager

Subject: Aspen Mall Lighting and Landscape District Resolutions

Background: Attached are the two resolutions that allow the City of California City to levy and collect assessments for the Aspen Mall Landscaping and Lighting District for FY 17/17. This is an annual requirement that pays for the parking lot lighting and landscape maintenance at the mall. The fund is budgeted to earn \$28,860.00 annually and pays for the common area lighting, water, and landscaping within the mall.

Recommendation: Council adopt the resolutions as presented.

Financial Impact: 71-3427 AMMADA Assessments \$28,860.00

"Finance Director has reviewed and approved as being in conformity with the City's budget"

Environmental Impact: None

RESOLUTION NO. 05-17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S REPORT FOR THE ASPEN MALL LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018

The City Council of the City of California City (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (hereafter referred to as the "Act"), did by previous resolution declared its intention to levy and collect annual assessments for the Aspen Mall Landscaping and Lighting District (hereafter referred to as the "District"), for the fiscal year commencing July 1, 2017 and ending June 30, 2018; and,

WHEREAS, pursuant to Article 4 of Chapter 1, commencing with Section 22565 of said Act, the City Council ordered the preparation of an Engineer's Report. Said Report, entitled "Engineer's Annual Levy Report, Aspen Mall Landscaping and Lighting District, Fiscal Year 2017/2018" (hereafter referred to as the "Report") has been filed with the City Clerk and presented to the City Council; and,

WHEREAS, the City Council has examined and reviewed the Report and is satisfied with each of the items and documents as set forth therein or as amended and finds that the levy of assessments has been spread in accordance with the benefits received from the improvements and services to be performed, as set forth in said Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1: That the above recitals are true and correct.

Section 2: That the Report as presented, consists of the following:

- a) A Description of Improvements.
- b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance).
- c) A diagram of the District that identifies the parcels within the District.
- d) The District Roll containing the proposed levy of assessments for each Assessor Parcel within the District for fiscal year 2017/2018.

Section 3: The Report as presented or as amended is hereby approved and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED, APPROVED, AND ADOPTED this 23rd day of May, 2017.

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.
CITY OF CALIFORNIA CITY)

Jennifer Wood, Mayor City of California City

I, Denise Hilliker, City Clerk of the City of California City, County of Kern, and State of California do hereby certify that the foregoing Resolution No. 05-17- was regularly adopted by the City Council of said City of California City at a special meeting of said council held on the 23rd day of May, 2017, by the following vote:

Ayes:

Noes:

Absent:

Abstained:

Denise Hilliker, City Clerk City of California City



City of California City

Aspen Mall Landscaping and Lighting District

2017/2018 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: April 25, 2017 Public Hearing: May 23, 2017

27368 Via Industria Suite 200 Temecula, CA 92590 T 951.587.3500 | 800.755.6864 F 951.587.3510

www.willdan.com/financial



ENGINEER'S REPORT AFFIDAVIT

for

Aspen Mall Landscaping and Lighting District

City of California City Kern County, State of California

This Report and the enclosed diagrams showing the exterior boundaries of the District; and any relevant zones therein identify the District Boundaries as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated th	nis _	2314	day of	May	<u>} </u>	2017.
				9	,	

Willdan Financial Services Assessment Engineer On Behalf of the City of California City

By: Jacephin Male

Josephine Perez-Moses, Senior Project Manager

District Administration Services

Richard Kopecky

R. C. E. # 16742

PROFESSIONAL CONTROL OF CALIFORNIA

TABLE OF CONTENTS

	·
	VERVIEW1
В.	COMPLIANCE WITH CALIFORNIA CONSTITUTION1
C.	DESCRIPTION OF THE DISTRICT AND SERVICES2
	AUTHORIZED IMPROVEMENTS AND SERVICES (PURSUANT TO THE 1972
II. MJ	ETHOD OF APPORTIONMENT4
III. DI	STRICT BUDGET9
APPEI	NDIX A — DISTRICT ASSESSMENT DIAGRAM10
APPEI	NDIX B — 2017/2018 COLLECTION ROLL13



I. OVERVIEW

A. INTRODUCTION

The City of California City ("City") annually levies and collects special assessments in order to maintain the improvements within the Aspen Mall Landscaping and Lighting District ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code ("Act"). The District was formed in 1995, and provides funding for services required to maintain landscaping and lighting improvements and associated appurtenances located within the District boundaries.

This Engineer's Annual Levy Report ("Report") describes the District, any changes to the District and the proposed assessments for Fiscal Year 2017/2018. The proposed assessments are based on the estimated cost to maintain the improvements that provide a special benefit to properties within the District. The District budget identifies the estimated expenditures, deficits, surpluses, revenues, and fund balances used to calculate the annual assessment for properties within the District. Each parcel within the District is assessed proportionately for those improvements provided by the District from which the parcel receives special benefit.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APNs and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments and written protests at a Public Hearing, the City Council ("Council") shall review the Engineer's Annual Levy Report and may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Council may order the levy and collection of assessments for Fiscal Year 2017/2018 pursuant to the Act and as outlined in the approved Report. In such case, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2017/2018.

B. COMPLIANCE WITH CALIFORNIA CONSTITUTION

On November 5, 1996, California voters approved Proposition 218, which established specific, substantive and procedural requirements for assessments. These provisions are now defined in the California State Constitution under Article XIIID, Section 4 ("Article XIIID").

In Fiscal Year 1997/1998, the City initiated and conducted property owner protest ballot proceedings for the District in compliance with the substantive and



procedural requirements of Article XIIID. At the conclusion of the Public Hearing on July 1, 1997, property owner ballots returned were tabulated. The tabulation of the ballots indicated that the property owners approved the special benefit assessment for maintaining the improvements within the District. Although the actual assessment amount approved by each property owner varied with their proportionate benefits, the assessment amount approved by the property owners within the District is based on a maximum assessment rate of \$4,652.28 per Benefit Unit Factor (see Section II, Method of Apportionment, for details).

C. DESCRIPTION OF THE DISTRICT AND SERVICES

In an effort to enhance and improve the properties, business opportunities and the appearance of the area known as the Aspen Mall, the City's Redevelopment Agency provided funds for the renovation and capital improvement of the parking lot and landscaped areas related to this commercial business center. In conjunction with this renovation, the District was formed to provide for and ensure the continued maintenance of the improvements after the initial installation and renovation was completed.

The District provides for the maintenance, servicing, operation and administration of landscape and lighting improvements and associated appurtenances located within the public right-of-way and dedicated easements within the District boundaries. Improvements may include but are not limited to: turf, ground cover, shrubs, trees, drainage systems, irrigation systems, lighting, hardscape and associated appurtenances within the public right-of-ways and specific easements. These improvements include necessary service, operation, administration and maintenance required to keep the above-mentioned improvements in satisfactory condition.

Services provided include operations, administration and maintenance, including necessary labor, material and equipment. These services may include but are not limited to: repair, removal or replacement of all or any part of the improvements; removal of trimmings, rubbish, debris and other solid waste; cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti; and providing for the growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or damage.

The District consists of the parcels located within the area known as the Aspen Mall, located south of California City Boulevard, north of Bay Avenue, west of 82nd Street and east of Neuralia Road.

The parcels within the District are assessed proportionately for the costs associated with the improvements and services provided through the District that provides a special benefit to each parcel assessed, utilizing the method of apportionment described in Section II of this Report.



D. AUTHORIZED IMPROVEMENTS AND SERVICES (PURSUANT TO THE 1972 ACT)

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

Repair, removal, or replacement of all or any part of any improvement.



- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

I. METHOD OF APPORTIONMENT

Pursuant to the Act, the costs of the District may be apportioned by any formula or method that fairly distributes the net amount to be assessed among the assessable parcels in proportion to the estimated benefits to be received by each such parcel from the improvements. The benefit formula used for any District should reflect the composition of the parcels and improvements and the services provided, to fairly proportion the costs based on special benefit to each parcel.

The costs associated with the improvements are equitably spread among benefiting parcels within the District, utilizing the method of apportionment described in this Section. The funds collected shall be dispersed and used for only the improvements and services provided within the District.

Each parcel within the District, and the businesses associated with those properties, receive special and distinct benefits from the improvements and activities to be funded through the District assessments. Among the special benefits received by each assessed parcel are increased business opportunities, increased security, aesthetic enhancements of the area and properties and enhanced perception by patrons.

The special benefits of lighting within the District are the convenience, safety and security of property, improvements and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection.
- Increased nighttime safety for patrons and employees.
- Improved visibility for pedestrians and motorists.
- Improved ingress and egress to property.
- Reduced vandalism and other criminal acts and damage to improvements or property.
- Enhanced aesthetic appeal of the parking area and the properties that are associated with the parking area.
- Increased promotion of business activities and opportunities during nighttime hours.



The special benefits associated with landscaped areas within the District are specifically:

- Improved aesthetic appeal of the parking area and nearby parcels.
- Improved dust control.
- Enhanced adaptation of the urban environment within the natural environment.
- Improved traffic circulation and parking facilities.
- A positive representation of the businesses within the District.

The preceding special benefits contribute to a special enhancement and desirability of each of the assessed parcels within the District.

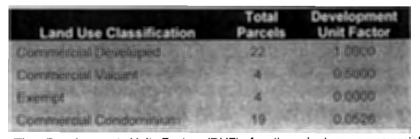
It has been determined that the on-going operation and maintenance of the District improvements provide no measurable general benefit to other properties outside the District or directly to the public at large. Therefore, the District improvements and the corresponding assessments have been identified as 100% special benefit to parcels within the District in compliance with the substantive requirements of Article XIIID.

The parcels assessed within the District, share in both the cost and the benefits of the improvements. A Benefit Unit Factor (BUF) is assigned to each parcel based upon three (3) criteria: current land use, location and associated parcel acreage.

Land Use

Each parcel is given a weighting factor known as a Development Unit Factor (DUF), based on the current land use of the parcel. Within the District, four (4) different land use classifications have been identified. Table I lists the four (4) land use classifications along with the Development Unit Factor (DUF) applied to each classification:

Table I
Parcel Land Use Classifications



The Development Unit Factor (DUF) for the nineteen commercial condominium units is based on 1.0 DUF/19 Units = 0.0526



Each parcel is assigned a Development Unit Factor based on the parcel's current development (land use). Similar parcels are given a similar weighting factor.

Upon review of all the properties within the District boundary, it has been determined that four (4) parcels should not be assessed and are identified as "Exempt". These four parcels (203-090-22, 203-090-30, 203-090-38 and 203-420-01) are non-commercial properties, common areas or possessory interests associated with other parcels within the District. It has been determined that these parcels have little or no utilization of the parking lot and the associated District improvements and do not receive the special benefits that other properties within the District receive from the improvements.

One of the parcels identified as "Exempt" (203-420-01) is a (0.29-acre) common area associated with the nineteen (19) parcels identified as commercial condominiums. These nineteen commercial condominiums actually make up a single commercial building on the common area lot. However, when a parcel map was filed with the County, nineteen separate and distinct APNs were assigned; one for each of the original nineteen suites or units. Since the time the original APNs were assigned by the County, some of the suites (units) have been combined, but the proportional benefit to each parcel is unchanged and property owners whose office or suite encompasses more than one APN receive multiple tax bills. Therefore, the apportionment of special benefit and assessment is based on the original APNs, not the number of actual suites constructed.

Location

In addition to the Development Unit Factor (DUF) assigned to each parcel for calculating a parcel's benefit, the location of the parcel within the District has been taken into consideration. After evaluation of the District improvements by City staff, and consideration of property owner's concerns, a Location Differential Factor (LDF) has been applied to parcels based on their location and proximity to the overall improvements. Those parcels that front California City Boulevard and/or the main parking lot and landscaped areas are given a Location Differential Factor of one (1.0). The other parcels are given a twenty-five percent (25%) discount or a 0.75 Location Differential Factor based on their reduced direct visual benefit from the improvements.

Acreage

The final criteria used to calculate a parcel's benefit is the size (acreage) of the parcel. It has been determined that each parcel's overall acreage provides a fair and reasonable comparison of property benefit correlating each parcel's current and potential development, as well as the overall use and benefit from the area of improvement.



The combination of land use, location and parcel size provides a fair and reasonable depiction of each parcel's special benefit and proportionate assessment. The following formula is used to arrive at each parcel's benefit referred to as a Benefit Unit Factor (BUF):

Parcel's DUF x Parcel's LDF x Parcel's Acreage = Parcel's BUF

Also stated as:

Development Unit Factor x Location Differential Factor x Acreage = Parcel's BUF

The total Balance to Levy divided by the total BUF for the District is used to establish a Levy per BUF, as per the following formula:

Total Balance to Levy / Total BUF in the District = Levy per BUF

The Levy per BUF multiplied by each parcel's individual BUF represents the parcel's levy amount (assessment). The following formula outlines the levy calculation applied to each parcel:

Parcel BUF x Levy per BUF = Parcel Levy Amount

The following table (Table II) provides sample levy calculations for various property types in the District based on the maximum assessment rate per BUF:

Land Use
Classification

Commercial Developed 1,0000 × 1,000 × 0,29 = 0,2975 0,2975 × 4,652,28 ± 51,549,16

Commercial Vacant 0,5000 × 1,00 × 0,29 = 0,1450 0,1450 × 4,652,28 ± 9674,56

Commercial Vacant 0,5000 × 0,75 × 0,29 ± 0,1450 0,1450 × 4,652,28 ± 9674,56

Commercial Vacant 0,5000 × 0,75 × 0,29 ± 0,1068 × 4,652,28 ± 50,6018

Exempt 0,0000 × 1,00 × 0,29 ± 0,0000 0,0000 × 4,652,28 ± 50,6018

Commercial Condominiums 0,0525 × 1,00 × 0,29 ± 0,0000 0,0000 × 4,652,28 ± 50,60

Table II
Sample Maximum Levy Calculations



through a protest ballot proceeding in Fiscal Year 1997/1998. The proposed assessment rate calculated each fiscal year is based on an estimated budget; and the proposed rate applied each year may be less than or equal to the maximum rate. A proposed assessment rate, greater than the maximum rate, would be considered an increased assessment and require property owner approval through protest ballot proceedings.

III.DISTRICT BUDGET

Table III 2017/2018 District Budget

Tarabarra	
Total District	TOTAL
DIRECT COSTS	DISTRICT
Maintenance	\$ 23,824.00
Materials and Equipment	1,352.00
Utilities Water	1,800.00
Utilities Electricity	1,700.00
Miscellaneous Expenses	•
Capital Improvement Expenditures	-
Direct Costs (Subtotal)	\$ 28,676.00
ADMINISTRATION COSTS	
District Administration	3,587.22
County Administration Fee	59.34
Administration Costs (Subtotal)	3,646.56
Total Direct and Admin, Costs	\$ 32,322.56
LEVY ADJUSTMENTS	
Reserve Fund - Collection/(Transfer)	<u>.</u>
General Fund/Other Revenue Sources-(Contribution)	(753.66)
Loans - Repayment/(Advances)	-
Levy Adjustment (Subtotal)	(753.66)
Balance to Levy	\$ 31,568.90
DISTRICT STATISTICS	
Total Parcels	49.00
Total Parcels Levied	45.00
Total Acreage	14.12
⁽¹⁾ Total Acreage Levied	13.20
Total Benefit Unit Factor (BUF)	6.79
⁽²⁾ Levy Per BUF	\$ 4,652.20
(3) Approved Maximum Assessment per BUF	\$ 4,652.28
FUND BALANCE INFORMATION	
Beginning Reserve Fund Balance	\$
Estimated Ending Reserve Fund Balance	\$
(1) Total Acerage levied does not include Exempt parcels.	
(3) Oliah tanah ana in Marianan Anagament and BUE day to recording.	

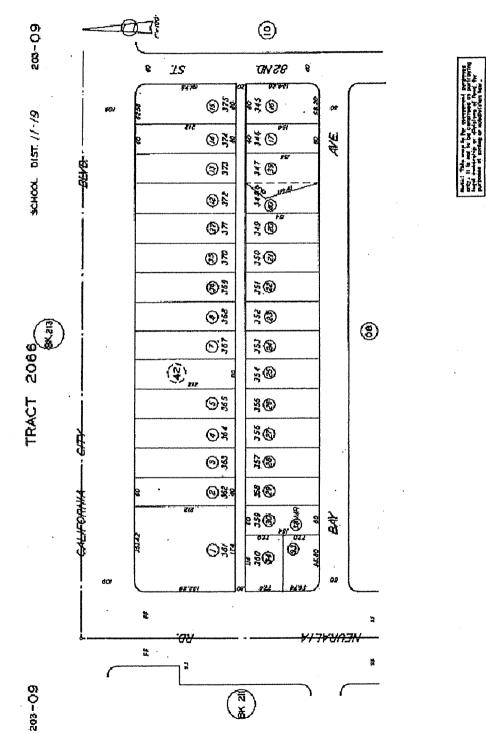
⁽³⁾ Slight variance in Maximum Assessment per BUF due to rounding.



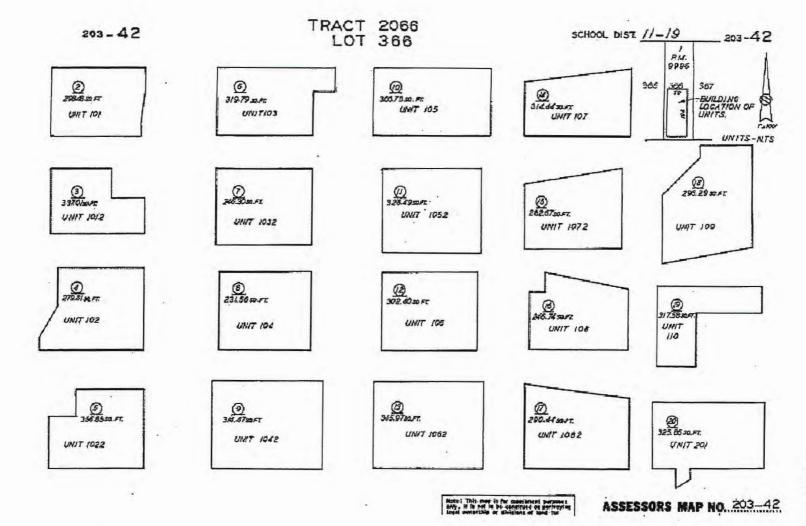
APPENDIX A — DISTRICT ASSESSMENT DIAGRAM

The supporting Assessor's Parcel Maps outlining the District boundaries are shown on the following pages. These maps, in connection with the Assessment Roll in Appendix B, constitute the District Assessment Diagram for Fiscal Year 2017/2018.





ASSESSORS MAP NO 203-09-







Appendix B — 2017/2018 COLLECTION ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the County Assessor's Map for the year in which this Report is prepared. Non-assessable lots or parcels include parcels within the boundaries of the District that currently do not benefit from the improvements and are identified as "Exempt". A listing of parcels within the District along with the assessment amount for Fiscal Year 2017/2018 is included in the following table.

Table IV 2017/2018 Assessments and Parcel Listing

APN	LAND USE	DUF	LDF	ACREAGE	BUF	LEVY
100-00-00-00	Communical Covering of	SERVE	产 中文章 化	SPERMENT.	0.84	**************************************
turk and my an	Commercial Developed	100	77.46	0.39	0.29	1,34916
and any an ad-	Communical Developer	10	101	629	0.29	1,540.16
2016 6000 00 00	Communical Developed	18	1.0	1129	9.29	1,540.75
200 000 05 00.	Commental Geveloper:	10	1.0	8.79	0.24	CH016
299-200-07-00	Carminania Developed	3.00%	- 70.	0.29	0.29	1,340.91
niis and amad	Committee Coveraged	10	TENTO.	GHT -	B)24	1.74910
ng ana trad	Committee Cevelenant	100	10	029	4 建建	1,541(1)
Elib unio e il Ibb	Nation Grommanial Parking	June 2	1,0	0.29	- 11.14%	用56.00
202090-1400	Valuett CommercialPrening	0.61	i.e.	1120	0.142	\$74.00
40 45 400 cm	Commission Coverages	1.0	10	uan:	936	4,797 at
105 deq -15-40	Commencial Designation	1.0	0.75	020	188	979.00
MIN (190) 17-705	Commencial Descriptions	(0)	0.75	523	.0.8573	787
100 CO (000 CO)	Commercial Developed	-610	9.76	021	0.1975	732.70
hara-dood 2 s. an	Commercial Developed	7,010	0.75	021	0.3575	7122
(00 map 42 me	Exempt		a.on.	411		7.00
ma min 24 de .	Valued Commonauth printy	产加 斯	1 075	921	0.0798	360-10
00-010-28-00	Viugan Commentatiff sending	7.8	1075		marie	300.30
PP 1046 20/00	Commercial Developing	O NO.	4.75	HAT ST	9.4135	73070
puri ann an an	Easings	11.05	0.00	921	0.06	0.00
00-00-00-00	Commercial Developed	th	275	0.20	0.16	68734
100 000 34 00	Commercial Sevenged	3.4	0.75	0.10	0.11	997.64
100-000-00-00	Commercial Developed	10	14	18.29	524	1,340.16



APN	LAND USE	DUF	LDF	ACREAGE	BUF	LEVY
203-090-36-00	Commercial Developed	1.0	1.0	0.29	0,29	1,349.16
203-090-37-00	Commercial Developed	1.0	/1.0	0.29	0.29	1,349.16
203-090-38-00	Exempt	0.5	0.75	0.00	0.00	0.00
203-090-39-00	Commercial Developed	1.0	0,75	0.32	0.24	1,116.54
203-090-40-00	Commercial Developed	1.0	0.75		0.075	348.92
203-420-01-00	Exempt	0.5	0.00	0.29	0.00	0,00
203-420-02-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-03-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-04-00	Commercial Condominium	0.0526	1.0	0.29	0:0153	71.16
203-420-05-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-06-00	Commercial Condominium	0.0526	1.0	-0.29	0.0153	71.16
203-420-07-00	Commercial Condominium	0.0526	1:0	0.29	0.0153	71.16
203-420-08-00	Commercial Condominium	0.0526	1,0	0.29	0.0153	71,16
203-420-09-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-10-00	Commercial Condominium	0.0526	1.0	0.29	0,0153	71.16
203-420-11-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-12-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-13-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-14-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71,16
203-420-15-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-16-00	Commercial Condominium	0.0526	11.0	0.29	0/0153	71:16
203-420-17-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-18-00	Commercial Condominium	0.0526	1,0	0.29	0.0153	71,16
203-420-19-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-20-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-090-41-00	Commercial Developed	1.0	0.75	0.63	0:4725	2,198.20
otals:					6.7858	\$31.568.90

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE ASPEN MALL LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018

The City Council of the City of California City (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolutions initiated proceedings and declared its intention to levy assessments against parcels of land within the Aspen Mall Landscaping and Lighting District (hereafter referred to as the "District") for the fiscal year commencing July 1, 2017 and ending June 30, 2018, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereinafter referred to as the "Act"); and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, an Engineer's Report in connection with the proposed levy and collection upon eligible parcels of land within District, and the City Council did by previous Resolution approve such report; and,

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2017 and ending June 30, 2017 to pay the costs and expenses of operating, maintaining and servicing landscaping and appurtenant facilities located within public places in the District.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1: Following notice duly given, the City Council has held a full and fair Public Hearing regarding its Resolution approving the Engineer's Report prepared in connection therewith; the levy and collection of assessments, and considered the oral and written statements, protests and communications made or filed by interested persons.

Section 2: Pursuant to the provisions of California Constitution Article XIIID, a maximum assessment for the District has been established and previously approved by the property owners through an assessment ballot proceeding. The City Council has determined that the proposed assessments presented in the Engineer's Report are less than or equal to the maximum assessment amount previously approved by the property owners. The City Council further declares that the proposed assessments are spread by the rate (assessment) and method approved by the property owners, and therefore in full

compliance with both the substantive and procedural requirements of the California Constitution.

Section 3: Based upon review (and amendments, as applicable), the City Council hereby finds and determines that the Engineer's Report sufficiently and accurately describes:

- a) The land within the District will receive special benefit by the operation, maintenance and servicing of landscaping, lighting, and appurtenant facilities within the boundaries of the District.
- b) The District includes the lands receiving such special benefit.
- c) The net amount to be assessed upon the lands within the District is apportioned by a formula and method that fairly distributes the net amount among eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services.

Section 4: The Report and assessment as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

Section 5: The City Council hereby orders the proposed improvements to be made for Fiscal Year 2016/2017, and the improvements are briefly described as follows: turf, ground cover, shrubs, trees, drainage systems, irrigation systems, lighting, hardscape, and associated appurtenances within the public rights-of-way and specific easements. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, landscaping and appurtenant facilities, including repair, removal or replacement of the landscaping or appurtenant facilities; providing for the satisfactory working condition, life, growth, health and beauty of the improvements, including cultivation, irrigation, trimming, spraying, fertilization and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste. Servicing means the furnishing of water and electricity for the irrigation and control of the landscaping or appurtenant facilities.

Section 6: The maintenance, operation and servicing of the landscaping and appurtenant facilities shall be performed pursuant to the Act; and the County Auditor of Kern shall enter on the County Assessment Roll opposite each parcel of land the amount of levy; and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 7: The City Treasurer shall deposit the money representing assessments collected by the County for the District to the credit of a fund for the Aspen Mall

Landscaping and Lighting District, and such money shall be expended only for the maintenance, operation and servicing of the appurtenant facilities as described in Section 5.

Section 8: The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2017 and ending June 30, 2018.

Section 9: The City Clerk or their designate is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 23rd day May, 2017

Jennifer Wood, Mayor City of California City

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.
CITY OF CALIFORNIA CITY)

I, Denise Hilliker, City Clerk of the City of California City, County of Kern, State of California do hereby certify that the foregoing Resolution No. 05-17- was regularly adopted by the City Council of said City of California City at a special meeting of said council held on the 23rd day of May, 2017, by the following vote:

Ayes:

Noes:

Absent:

Abstained:

CITY COUNCIL

May 23rd, 2017

TO:

Mayor and City Council

FROM:

Tom Weil, City Manager

SUBJECT: Proposed Ordinance amending various sections of Title 6 Chapter 8

of the California City Municipal Code relating to Tobacco Retailer's Permit

BACKGROUND:

The Kern County Board of Supervisors have recently adopted an ordinance by amending the County Code related to Tobacco Retailer's Permit which is administered and regulated by Kern County Environmental Health Department, the ex officio health department of the city. The County has asked that we incorporate their changes into our Municipal Code so that both information and enforcement of each would be aligned.

RECOMMENDATION:

Council give first reading, by title only, to an "Ordinance of the City Council of the City of California City amending Title 6 various sections of Chapter 8 of the California City Municipal Code relating to Tobacco Retailer's Permit

FISCAL IMPACT: None

ENVIRONMENTAL ACTION: None

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING VARIOUS SECTIONS OF TITLE 6 CHAPTER 8 OF THE CALIFORNIA CITY MUNICIPAL CODE RELATING TO TOBACCO RETAILER'S PERMIT

WHEREAS, the Kern County Board of Supervisors recently adopted an ordinance amending the County Code related to tobacco retailer's permits; and

WHEREAS, the California City Municipal Code related to tobacco retailer's permits is modeled after the County's Code; and

WHEREAS, the City Council desires to amend the City's Municipal Code in the same way as Board of Supervisors amended the County's Code.

NOW THEREFORE, THE CITY COUNCIL OF CALIFORNIA CITY DOES ORDAIN AS FOLLOWS:

SECTION 1: Subsections (8) (9) (10) (11) (12) and (13) to Section 6-8.102 of Chapter 6-8 of the California City Municipal Code to read as follows:

- (8) "Smoking paraphernalia" means tobacco paraphernalia, electronic smoking devices, and electronic smoking device paraphernalia.
- (9) "Electronic smoking device" means an electronic and/or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substance. "Electronic smoking devices" include any such electronic smoking device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. "Electronic smoking device" does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease.
- (10) "Electronic smoking device paraphernalia" means cartridges, cartomizers, e-liquid, smoke juice, tips, atomizers, electronic smoking device batteries, electronic smoking device chargers, and any other item specifically designed for the preparation, charging, or use of electronic smoking devices.
- (11) "Tobacco retail facility low risk" means a tobacco retail facility that has not been determined by the department to have violated the provisions of Section 8.06.090 in the previous five (5) years.
- (12) "Tobacco retail facility moderate risk" means a tobacco retail facility that has been determined by the department to have violated the provisions of Section 8.06.090 one (1) time in the previous five (5) years.
- (13) "Tobacco retail facility high risk" means a tobacco retail facility that has been

determined by the department to have violated the provisions of Section 8.06.090 two (2) or more times in the previous five (5) years.

SECTION 2: Sections 6-8.106 and 6-8.107 of Chapter 6-8 of the California City Municipal Code are amended to read as follows:

6-8.106 Display of permit.

Each permittee shall prominently display the permit at each location where tobacco retailing occurs. The permit shall be posted at or near each entrance to the retail facility used by its patrons or in a conspicuous place approved by the director. The permit shall not be defaced, marred, camouflaged, hidden, or removed.

6-8.107 Fees for permit.

The environmental health permit fee for each establishment, business or activity shall be established by uncodified ordinance.

SECTION 3: Adding Sections 6-8.108 to Chapter 6-8 of the California City Municipal Code as follows:

6-8.108 - Administrative penalties.

- A. Upon a determination by the department that a person has engaged in any conduct that violates the provisions of this chapter, the director may suspend a tobacco retailer's permit, impose administrative penalties, or both suspend the permit and impose administrative penalties.
- B. The department shall notify the tobacco retail facility owner that there has been an initial determination of violation under the provisions of this chapter. The initial determination notice will specify the violation and the sanction imposed, including the effective date of the suspension, if applicable. The notice shall further state that the tobacco retail facility owner may, within fifteen (15) days, submit to the department any written or documentary evidence to contest the initial determination of violation.
- C. After receiving such evidence, if applicable and provided, the director shall prepare a final written decision and shall serve this decision upon the tobacco retailer. Upon written request, the offender shall have the right to receive copies of any records or files upon which the administrative decision is based. This final determination shall be served through certified mail within sixty (60) days of the final determination.
- D. When this chapter permits the director to suspend a permit, the following sanction may be imposed:
- 1. For the first violation in any five-year period, the tobacco retailer shall receive a notice of violation from the department.
- 2. For the second violation in any five-year period, the person's tobacco retailer's permit shall be suspended for up to thirty (30) days.

- 3. For a third violation in any five-year period, the person's tobacco retailer's permit shall be suspended for up to ninety (90) days.
- 4. For a fourth or subsequent violation in any five-year period, the person's tobacco retailer's permit shall be suspended for up to one hundred eighty (180) days and/or revoked.
- E. When this chapter allows the director to impose an administrative penalty, the following penalty may be imposed:
- 1. For the first violation, a penalty in the amount of two hundred fifty dollars (\$250.00);
- 2. For the second violation within five (5) years from the date of the first violation, a penalty in the amount of five hundred dollars (\$500.00);
- 3. For the third and each subsequent violation within five (5) years from the date of the first violation, a penalty in the amount of one thousand dollars (\$1,000.00).
- F. Upon determination by the department that a tobacco retailer has violated any provision of this chapter and that the tobacco retailer did not violate any provision of this chapter in the five (5) years immediately preceding the violation, the director may suspend the imposition of any sanction under subsection (D) or penalty under subsection (E) for a period of six (6) months.
- 1. Within fifteen (15) days of the director's decision to suspend the imposition of any sanction or penalty pursuant to this subsection, the tobacco retailer shall pay a fee of five hundred dollars (\$500.00) for the cost of inspections during the six-month period. Failure to pay this fee shall immediately restore the imposition of any sanction under subsection (D) or penalty under subsection (E).
- 2. During the six-month period, the department shall inspect the tobacco retail facility for compliance as deemed necessary by the department.
- 3. A determination by the department that the tobacco retailer has engaged in any conduct that violates the provisions of this chapter during the six-month period shall restore the imposition of any sanction under subsection (D) or penalty under subsection (E) immediately and without further right to appeal.
- 4. If and only if the tobacco retailer completes the six-month period without violating the provisions of this chapter as determined by the department, the sanction under subsection (D) or penalty under subsection (E) previously imposed shall be permanently stayed.
- SECTION 4: Subsection (b) of Section 6-8.113 of Chapter 6-8 of the California City Municipal Code is amended to read as follows:
- (b) The youth decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the Department or the California Department of Public Health.

SECTION 5: If any section, subsection, sentence, clause or phrase or word of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of California City hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase or word not declared unconstitutional without regard to any such decision or preemptive legislation.

SECTION 6: Any provision of the California City Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 7: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after its final passage.

Approved for introduction at a regular meeting 2017, by the following vote:	ng on the th day of,	
AYES: NOES: ABSENT:		
PASSED, APPROVED, AND ADOPTED this following vote:	sth day of, 2017, by the	
AYES: NOES: ABSENT:		
	Jennifer Wood, Mayor	
ATTEST:	APPROVED AS TO FORM:	
Denise Hilliker, City Clerk	Christian Bettenhausen, City Attorney	

STATE OF CALIFORNIA) COUNTY OF KERN) ss. CITY OF CALIFORNIA CITY)	
I, DENISE HILLIKER, City Clerk of California ordinance was introduced on theth data and adopted at a meeting thereof on thepublished/posted pursuant to law.	lay of, 2017, was regularly
	Denise Hilliker, City Clerk

CITY COUNCIL

May 23, 2017

TO:

Mayor and City Council

FROM:

Tom Weil, City Manager

SUBJECT: Medical Marijuana Consultant Contract

BACKGROUND:

We have used the expertise of David McPherson of HdL Companies to guide through Round 1 of our Medical Marijuana permits and would like to enter into a follow-up consulting agreement to provide their services for Round 2 permit evaluations. The fee for the consulting contract would be based on a \$3,750 per applicant that they would evaluate and would be funded from 10-4171-495 Medical Marijuana Round 2 Expense.

RECOMMENDATION:

The City Council review and approve the proposal HdL Companies as presented and authorize the City Manager to sign PSA the all related documents.

FISCAL IMPACT: \$3,750 charge per applicant.

ENVIRONMENTAL ACTION: N/A

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

EXHIBIT A CONSULTANT'S PROPOSAL

City of California City

Marijuana Management Program

HdL Companies 1340 Valley Vista Dr., Suite 200 Diamond Bar, CA 91765 www.hdlcompanies.com

Contact: David McPherson 909.861.4335 dmcpherson@hdicompanies.com



TABLE OF CONTENTS

I.	LETTER OF TRANSMITTAL	.2
II.	PROPOSED SCOPE OF SERVICES	3
III.	COST	8
IV.	EXPERIENCE AND RESOURCES	10
v.	REFERENCES	15



I. LETTER OF TRANSMITTAL

May 5, 2017

Mr. Tom Weil, City Manager City of California City 21000 Hacienda Blvd California City, CA 93505

Re: Proposal - Provide Subject Matter Expertise, Develop and Manage the Application Process to Select Marijuana Businesses for the City of California City.

Dear Mr. Weil.

Thank you for the opportunity to present this proposal to provide subject matter expertise and technical support regarding the Cannabis Industry. This proposal includes the development and management of the regulatory permit selection process for cannabis businesses in the City of California City. HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Marijuana Management Program. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 400 agencies in six states. The firm currently serves 44 counties, 299 cities and 79 transactions tax districts in California.

Of interest to you and your team is our knowledgeable team of professionals who have direct experience in the establishment and implementation of Medical and Nonmedical Marijuana Regulatory Programs including establishing land-use regulations, registration processes, operation regulations for marijuana facilities, staffing plans, cost recovery, and structuring marijuana business tax fees.

Enclosed please find our detailed scope of services for HdL's Marijuana Management Program. We agree to adhere to the deliverable requirements for a total cost per applicant not to exceed \$3,750. However, this will be subject to an agreed upon project schedule between California City and HdL.

We look forward to the opportunity to partner with the City of California City in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact Andy Nickerson by email at anickerson@hdlcompanies.com or David McPherson at dmcpherson@hdlcompanies.com or by phone at 909.861.4335.

Sincerely,

Andy Nickerson

President, HdL Companies



II. PROPOSED SCOPE OF SERVICES

The regulation, compliance and taxation of medical marijuana is complex and filled with challenging issues. Therefore, the objectives presented in this proposal are based on HdL's experience and the expectations and desired outcomes of the City. However, due to the ongoing evolution of the state's Medical Cannabis Regulation and Safety Act (MCRSA) and Proposition 64 (AUMA) HdL is agreeable to modifications to this scope of services as deemed necessary by both HdL and City staff. Amendments to this Scope of Services shall be made in writing and shall not constitute additional hours of work without proper compensation unless otherwise approved by the City and HdL.

The Scope of Services to be provided by HdL shall include:

- Kick off meeting(s) with City Staff, City Sub Committees or Community Stakeholders;
- Conduct one-on-one meetings with Council Members if necessary to provide outreach and education on current trends, laws and protocols in the development of policy decisions related to the cannabis industry;
- Identify issues which City staff needs to address to reduce any legal issues or problems prior to issuing regulatory permits to the cannabis businesses;
- Provide City staff with technical and policy expertise related to the operations and understanding of the Cannabis Industry in order to ensure compliance with the Medical Cannabis and Safety Act (MCRSA), Proposition 64 (AUMA) and all applicable local ordinances:
- Design procedures and application requirements for a permittee selection process that will be used to invite, review, score, and provide recommendations on applicants to operate marijuana businesses in the City.
- Develop a proposed timeline for implementation of the application procedure and application permit including reviewing qualification statements, records, and documents in coordination with City staff, City officials, or committees, and providing a recommendation to the City Council;
- Provide City with technical and policy expertise related to the operations and understanding of the Cannabis Industry to ensure compliance with the Medical Cannabis and Safety Act (MCRSA), Proposition 64 (AUMA) and all applicable local ordinances.

Objective 1: Provide Subject Matter Expertise & Technical Support

Subject matter expertise and technical support will begin upon the execution of a contract with the Consultant which will include the following:

Assist the City in updating and amending the Marijuana Business Permit Ordinance where applicable and as may be determined in the development of the application process where the process requires additional clarification;



- Provide technical support for research or assistances regarding policy advise pertaining to such as odor control, water consumption, energy usage, security problems and legal research to assist the City Attorney in response to questions or legal opinions.
- Review proposed city ordinance and provide recommendations to ensure that it complies with all state and local laws and conforms to the best practices to regulate the cannabis businesses in the City;
- Monitor MCRSA and AUMA policy development and provide feedback to City staff to ensure that the City complies with any changes which may impact the development of the cities strategy to regulate and enhance revenues from the businesses which will be permitted in the City;
- Participate in staff meetings, conference calls, respond to staff inquires via phone and email, review staff reports to city council and assist with responses to inquiries from the public to staff.
- Committee/Council Meetings: HdL will be present to provide staff and city council technical support when available at City Committees/Council meetings at the request of the City Administration.

Objective 2: Program Oversight and Management

The project oversight and management objectives will begin upon the execution of a contract with the Consultant which will include the following:

- Kickoff Meeting: HdL will work with the City Manager or her designee to identify key internal stakeholders to attend meetings, define roles of the participants, discuss schedules, and scope of services. In addition, policies will be established for proper protocols and confidentiality of the applicant's documentation to ensure an equitable and fair evaluation process.
- Develop Application Process and Milestones: HdL staff will present best practice approaches to designing the qualification review phase which best fits the cities desire outcome. HdL will verify the regulatory requirements and established due dates which shall be approved by City staff.
- Project Management: This includes facilitation of internal meetings, conference calls, staff inquiries via phone and email, participation in initial project functions and monitoring of status reports and present completion timelines.
- Committee/Council Meetings: HdL will prepare presentations for up to two (2) City Committee/Council meetings at the request of the City Administration.

Objective 3: Application Development and Support

HdL staff will work collaboratively with City staff in developing the MMJ business application for all phases of the process to ensure cost recovery of staff resources all other essential cost associated with the development of the program. As part of Phase I, HdL will screen and review



applications and make recommendations to the City on which applicants should be approved for the next phase of the application process.

Objective 3.1 Application Development and Submittal Requirements

Phase I will require each member of the applicant's team to complete the application materials, which will include a Live Scan form or other background requirements as determined by the City, Release & Authorization form and Disclosure and Acknowledgement form.

Prior to Phase II, HdL staff experienced with developing "best practice" MMJ facility applications will collaborate with City staff in order in ensure all information desired by the City is incorporated in the MMJ business application. HdL will review the City's ordinance requirements, the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use (2008), and the regulatory requirements established by the Medical Cannabis Safety Act (MCRSA) and Proposition 64 (AUMA). Furthermore, HdL will develop evaluation criteria to be used for the review process which will be subject to Council Approval or the City Administrator. In addition to the documents and minimum standard requirements for the filing of the application the permits process will consider seven (7) key components of the application.

The criteria to be used in the decision process will include the following but not limited solely on these categories:

- > Location of the proposed facility
- > Articles of incorporation
- Live scan submissions
- Proof of capitalization
- Proof of insurance
- Business plan (includes building & construction, security plan and fire plan)
- Industry experience

Objective 3.2 Application Review and Initial Ranking

HdL will review all applications to identify incomplete submissions for immediate disqualification, omissions of live scan submissions of all business partners, and applications which do not conform to zoning requirements for their perspective permit specifically authorized by the application guidelines. The best submissions will be forward thinking and deploy solutions that identify the best "green" practices, while employing "sustainable" energy and waste solutions, and implement the "best practices" available in the cannabis industry. Consideration will be given to applications designed to reduce and address actual or potential concerns the City may have regarding nuisance behavior, environmental issues, or product safety.



The specific criteria which will be used in evaluating and rating the applications shall include the following:

- Overall quality of the proposal including responsiveness and conformance to the application requirements for content and format;
- Quality and appropriateness of proposed applicant team, professional experience and background of primary applicants and key sub lessees;
- > Key personnel, project location, and other management staff with required experience and skills relevant to this project;
- Primary applicants experience and ability to manage operations of proposed facility, scheduling of work, cost estimating and budget management;
- Primary makeup of applicant's corporate board, and prior experience working with local government agencies;
- Patient tracking, product inventory management and recordkeeping;
- Quality and appropriateness of proposed site, business model, organization, and knowledge and experience working with specific legal codes and regulations;
- Transportation plan describing the procedures for safely and securely transporting cannabis products and currency;
- Applicants use and implementation of solutions designed to reduce and address any actual or potential concerns of the City and its residents, and
- Any other additional information which the City would like to incorporate into the selection process which they deemed necessary.

Objective 3.4 Preliminary Results and Recommendations:

All applications will be individually scored by HdL and consolidated into a single results spreadsheet to allow for evaluation of the results. The scoring spreadsheet will be provided to the City, along with HdL's recommendations. All applicants which meet the minimum standards from Phase II will be invited to participate in Phase III.

Each of the eligible applicants will be reviewed and rated based on ten (10) point categories. An applicant's score for points will be based on their ability to meet or exceed minimum requirements in the ten (10) categories. Applicants must provide information on how they plan to meet these point categories. Such action will become a mandatory condition of their permit. Failure to meet or comply with this requirement will subject applicants to penalties and/or revocation proceedings. The ten (10) categories are as follows:

- 1. Proposed Location
- 2. Business Plan
- 3. Community Benefits
- Enhanced Product Safety
- Environmental Benefits
- 6. Labor and Employee Practices
- 7. Local Enterprise
- 8. Neighborhood Compatibility Plan
- 9. Qualification of Principals
- 10. Safety and Security Plan



Objective 4: Facility Inspection and Interview Panel Support

HdL will assist City staff with conducting site verification prior to Phase III, if applicable. In addition, HdL staff will prepare panel interview questions to be used by City staff for the final ranking of candidates.

All eligible applicants from Phase II will advance to Phase III which will consist of a Selection Committee interview panel. Prior to scheduling the panel interviews all proposed site locations will be inspected to determine if applicants have been operating prior to being issued a permit. Any applicants identified as having been in operation without a permit maybe be subject to disqualification if it was determined that an operation was pre-existing and failure to disclose this information was identified. In addition, any misrepresentation, failure to disclose, or withholding of information pertinent to this application process including but not limited to prior operations, board and management composition, pre-constructed sites, gross receipts, length of time operating, etc. may result in immediate disqualification.

Once the site inspection has been completed the applicants will be scheduled for a panel interview. The interview panel will consist of subject matter experts from the following departments: Public Safety, Planning, Finance, and Economic Development. The City may also utilize HdL professional staff to augment any of these departments in Phase III of the process should it wish to due to limited internal resources. Please note it is HdL's recommendation that the City Attorney's Office not participate on this panel to remain neutral in case of any appeal or potential litigation which they must defend. However, it will be the City's sole discretion to modify or eliminate any of the requirements in the application process should it wish to modify the process.

Objective 5: Final Selection and Presentation to Council

- Following the objective ranking of the application materials and the interview panels scoring, HdL will assist staff to bring forward for the City Council's consideration recommendations for issuing permits for all eligible applicants in the priority order. Applicants will all be scored to prioritize the eligibility list of permits to ensure compliance with the States cultivation permit limit per Business & Professions Code §19332 (g) (8) or if City Council determines to limit the number of applicants as part of this process.
- HdL will be available to assist City staff with responses to questions or to provide other assistance at City Council meetings.



III. COST

HdL's fee proposal is based on time, materials and travel expenses associated with the execution of the services. It is based on a cost for Phases 1 through Phase 4 of the application process which incorporates the current scope of services as outlined in Objectives 1 through 5 for a fee not to exceed \$3,750 per applicant. This fee is based on the current requirements presented to HdL by City staff in order to meet these requirements and the following assumptions:

Scope of Services Per Applicant	Estimated Hours of Labor/Budget
Phase 1 – Preliminary Determination of Eligibility-Includes	alanda (m. 1974). An de la colonia de la col
Objective 1- Subject Matter Expertise and Technical Support	4 Hours / \$1,000
Objective 2 Program Oversight and Management Objective 3 Application Development and Support	÷ .
Phase 2 – Initial Ranking-Includes	
Objective 1- Subject Matter Expertise and Technical Support	6 Hours/ \$1,500
Objective 2-Program Oversight and Management	
Objective 3-Application Development and Support	
Phase 3 – Second Ranking-Includes	·
Objective 1-Subject Matter Expertise and Technical Support	4 Hours/ \$1,000
Objective 4-Facility Inspection and Interview Panel Support	
Phase 4 – Final Selection and Presentation to Council-Includes	
Objective 1- Subject Matter Expertise and Technical Support	1 hour / \$250
Objective 5-Final Selection and Presentation to Council	
Total	15 hours / \$3,750*

^{*}Please note that this proposal does not include HdL conducting the background checks for the principals of Businesses which would be an additional cost of \$300 per person should the City wish to utilize this service.

Objective 1: Cost Assumptions -Subject Matter Expertise and Technical Support

Subject matter expertise and technical support will be provided in Phase 1 through Phase 4 of the application process. However, should Consultant be required to attend meetings, travel time will be billed at half the hourly rate of the classification employee requested to attend the meeting for up to two hours per on site visit.

Objective 2: Cost Assumptions - Program Oversight and Management

Program management will be provided for Phases 1 & 2 of the process and assumes the City will complete the process in 6-9 months before awarding permits to the successful applicants and will not delay or impede the process.



Objective 3: Application Development and Support

➤ The application and procedure guideline will be part of Phase 1 and Phase 2. The estimated timeline for the development of the application process is approximately 15 days. HdL estimates that it will take up to 120 days to complete the application process up to awarding the permit by the designated authority. However, any Live Scan processing or background check may delay the process which is beyond the control of the Consultant may cause further delays.

Objective 4: Facility Inspections and Interview Panel Support

HdL will conduct facility inspections for all applicants if applicable and provide technical support for the interview panel. This Objective will be part of Phase 3.

Objective 5: Final Selection and Presentation to Council

➤ HdL will attend up to two (2) City Council meetings to complete the final selection process. This Objective will be part of Phase 4.

Optional Services: Background Checks

HdL staff consist of former public safety employees and are trained to conduct background checks. HdL staff utilize proprietary software which is designed to assist them in conducting background checks for principals and employees of the business. The cost of this service is \$300 per person which is not included in the current proposal cost.



IV. EXPERIENCE AND RESOURCES

Company Profile

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Medical Marijuana Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 400 agencies in six states. The firm currently serves 44 counties, 299 cities and 79 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties, and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advance methodology provides for the most relevant, productive and responsive, revenue recovery, forecasting and economic services available.

Key Personnel

David McPherson, Cannabis Compliance Director

David McPherson will be the primary point of contact for this project. Prior to joining the firm, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a wealth of experience that makes him uniquely qualified to manage the HdL Cannabis Compliance Program. While working for the City of Oakland, he became the first Tax Administrator in the Country to successfully tax, audit and regulate medical marijuana businesses. David is one of the state's most recognized experts in cannabis horticulture, processing and dispensary operations. He uses his experience to assist local and state agencies in developing marijuana policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities and lobbyists on the development of AB 243, SB 243 and AB 266, which established the Medical Cannabis Regulation and Safety Act (MCRSA).



David is currently working on implementation and regulatory requirements for Proposition 64 with local agencies to prepare them to mitigate several issues surrounding the ballot measure.

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California, and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the State Board of Equalization on the implementation of best practices for regulating the Cannabis Industry for local agencies.

David received his Bachelor's Degree in History from California State University, Fullerton and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

Mark Lovelace, Cannabis Policy Advisor

Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy from both inside and outside of government. He is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016, where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first-ever six-county regional summit on cannabis issues in 2015, which resulted in the North Coast Counties Marijuana Policy Statement. His work and input were pivotal in guiding the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

Mark has worked extensively with public agencies and statewide associations on cannabis issues, including CSAC, Rural County Representatives of California (RCRC), the Association of California Water Agencies, the North Coast Resource Partnership, California Department of Fish and Wildlife, the State Water Board, the North Coast Regional Water Board, the Bureau of Medical Cannabis Regulation, State legislators, the Department of Justice, Members of Congress and others. He has organized and led numerous presentations, workshops and panel discussions on cannabis issues and has been a sought-after speaker on the topic for government agencies, community organizations and cannabis industry groups.

Mark received his Bachelor of Science Degree in Industrial and Product Design from California State University, San Jose. Prior to his time on the Board, he worked for many years as a respected advocate on land use, planning, development and environmental



issues.

Matt Eaton, Cannabis Compliance Manager

Matt Eaton is the Cannabis Compliance Manager at HdL and will play a critical role in implementing the Cannabis Compliance Program for the City. Prior to joining the firm, he was a progressive law enforcement professional with 29 years of experience conducting criminal/regulatory investigations, and corporate/individual background investigations. While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED), Matt managed Criminal Investigators and civilian staff in the Denver Metro and Longmont Field Offices. During his tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews, which included regulatory and financial investigations. In addition, he is a subject matter expert on track and trace systems in which he understands the complexity in reviewing data information to ensure businesses are compliant. Matt was well known for his ability to maintain working relationships with Cannabis Industry leaders and external stakeholders in resolving issues. In addition, he was responsible for planning, developing and implementing report and field inspection protocols for the agency. Furthermore, he played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in the State of Colorado.

Matt received his Bachelors of Science Degree from Biola University and currently maintains a Colorado Post Certificate. He has also served as an Adjunct Instructor teaching law enforcement principals related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

Matt Hinderliter, Director Audit Services

During his 25-year tenure with HdL, Matt Hinderliter has directly participated in thousands of taxpayer audits. He is the author of an extensive audit training manual including information regarding complex point of sale issues and proposed changes in legislation and regulations. He created the state's first multi-dimensional audit process, which includes extensive data mining and web-based analysis combined with field investigations. He is responsible for quality control and for ensuring HdL's audit techniques and programs remain at the industry's leading edge through continuous innovation and improvement. Mr. Hinderliter earned his Bachelor of Arts degree in Business Administration from California State University, Fullerton.

Stephanie Martin, Cannabis Outreach Coordinator

With over 28 years of diversified law enforcement experience, Stephanie has used her training and expertise to develop community-based partnerships, create and implement outreach



programs and apply her communication for media relations. As a Volunteer Program Manager, she was responsible for the recruitment, selection, and training of volunteers who provided support services to all divisions of the Manhattan Beach Police Department. Her assignment as the Department's Community Affairs Officer was unique, as she was the only officer to have supervisory responsibilities, manage a budget and interview/select applicants for paid and volunteer positions. Stephanie also served as the coordinator of the DARE program for the City of Redondo Beach. Stephanie earned her Bachelor of Science degree from Chapman University in Orange California.

Ken Pfeiffer, Cannabis Project Coordinator

Ken has 34 years' experience working in various business tax compliance roles with the State Board of Equalization. Most recently he served as Director, Field Office Cannabis Compliance where he was responsible for running workshops and conducting regulatory research. He also served as Director, Cannabis Compliance Pilot Project to study and report on regulatory best practices, identify barriers to voluntary compliance, and recommend regulatory and administrative changes to increase compliance in the medical marijuana industry.

Ken has a Bachelor's degree in Business Administration from California State University, San Bernardino and continued his studies in the graduate program at California State University in Business Administration, Management.

Elizabeth Eumurian, Senior Analyst

Elizabeth Eumurian is a Senior Analyst in HdL's Audit Department. Elizabeth previously worked for a large financial institution analyzing date for reporting anomalies and performing financial audits. She has also worked as a senior auditor in the entertainment industry. In this role, Elizabeth executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. Elizabeth earned her Bachelor of Arts degree in History from California State University, Fullerton.

Adam Crabtree, HdL Strategic Partner: Founder and CEO of Nationwide Compliance Specialists

Adam Crabtree is the Founder and CEO of Nationwide Compliance Specialists, Inc. (NCS), headquartered in Denver, Colorado. After graduation, Adam began his career in banking, managing sales, operations and compliance for a Tier 1 bank. It was here that he recognized the inherent flaws and systemic disconnect between banks, state government, and the Cannabis Industry Relying on his background in banking, his education, and his analytical



acumen, he began to dig into the pain points that are at the center of these issues. It was at this point that the core of the NCS platform, the patent-pending predictive analytical algorithm, was born. The algorithm was written to gather numerous, seemingly unrelated, data points and analyze the interplay between them. After a successful testing period, NCS transformed the algorithm into a high-powered, near-real time, analytics engine capable of aggregating and analyzing tens of millions of data points that are then transformed into clear, concise, detailed reports. These reports are then used to assist in decision-making and resource allocation in the financial, regulatory and governmental sectors. NCS's partnership with HdL has established a "one of a kind" financial auditing program which will help ensure that cannabis businesses are properly reporting taxes, fees and other data required by state and local agencies.

Adam's expertise with identifying and recognizing financial banking issues has given him the opportunity to work collaboratively with state and local officials as well as financial institutions in Colorado and California. He is often requested to conduct presentations about the current challenges for the Cannabis Industry and how the use of advanced analytics can help government overcome them. In addition, he has conducted presentations to the California State Assembly, Alaska Bar Association, State Board of Equalization, Native Nation, and numerous elected officials spanning from Hawaii to Massachusetts. Adam is a proud three-time graduate of the University of Colorado (BA, MBA, MSF).

Johan Klehs - Lobbyist

The firm engages Johan Klehs as its lobbyist to represent client interests in matters before the BOE and the state legislature. In statewide office, Mr. Klehs served as Chair and a Member of the California State Board of Equalization as well as a Member of the Franchise Tax Board. He also served 14 years as a Member of the California State Assembly and 4 years as a Member of the San Leandro City Council. In the Assembly, Mr. Klehs chaired the Assembly Revenue and Taxation Committee longer than any individual in California's history.



V. REFERENCES

Satwant Takhar

Administrative Services Director

City of Marysville

Phone: 503.749.3935

Email: stakhar@marysville.ca.us

Mic Steinmann

Community Development Director

City of Greenfield

Phone: 831.674.5591

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Chris Callihan

City Attorney City of Salinas

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Ajay Kolluri

Assistant to the City Manager

City of Long Beach Phone: 562.570.6406

Email: ajay.kolluri@longbeac.gov



CITY OF CALIFORNIA CITY PROFESSIONAL SERVICES AGREEMENT WITH HINDERLITER, DE LLAMAS & ASSOCIATES, dba HdL Companies

THIS AGREEMENT is made and entered into this 23rd day of May, 2017 ("Effective Date"), by and between the CITY OF CALIFORNIA CITY, a municipal corporation ("City"), and HINDERLITER, DE LLAMAS & ASSOCIATES, dba HdL Companies, a California corporation ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide consulting services with respect to medical marijuana businesses regulations in the City of California City, as more fully described herein; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

- 1.1. <u>Scope of Services</u>. Consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.
- 1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.
- 1.3. <u>Performance to Satisfaction of City</u>. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not

satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern:
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.
- 1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.
- 1.5. <u>Non-discrimination</u>. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

- 1.6. <u>Non-Exclusive Agreement</u>. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.
- 1.7. <u>Delegation and Assignment</u>. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.
- 1.8. <u>Confidentiality</u>. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

- 2.1. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's compensation will be based on \$3,750 per applicant.
- 2.2. <u>Additional Services</u>. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement.
- 2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.
- 2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

- 3.1. <u>Commencement and Completion of Work</u>. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A."
- 3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. <u>Term.</u> This Agreement shall commence on the Effective Date and continue for a period of 6 months, ending on December 15th, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. <u>Notice of Termination</u>. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.
- 4.3. <u>Compensation</u>. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.
- 4.4. <u>Documents</u>. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific

written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

- 5.1. <u>Minimum Scope and Limits of Insurance</u>. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:
 - (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
 - (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
 - (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

- 5.2. <u>Endorsements</u>. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
 - (a) Additional insureds: "The City of California City and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
 - (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
 - (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of California City, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of California City shall be excess and not contributing with the insurance provided by this policy."
 - (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of California City, its officers, officials, agents, employees, and volunteers.
 - (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5.3. <u>Deductible or Self Insured Retention</u>. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to

which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

- 5.4. <u>Certificates of Insurance</u>. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.
- 5.5. <u>Non-limiting</u>. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

- 6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
- 6.2. <u>Representatives</u>. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. <u>Project Managers</u>. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. <u>Notices</u>. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

IF TO CITY:

HdL Companies 1340 Valley Vista Dr. Ste 200 Diamond Bar, CA 91756 Tel: 909-861-4335 City of California City 21000 Hacienda Blvd California City, CA 93505 Tel: 760-373-8661

Attn: David McPherson

Attn: Tom Weil

- 6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- 6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.
- 6.7. <u>Assignment.</u> Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.
- Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

- Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
- 6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

- 6.11. <u>Cooperation</u>. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
- 6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary

notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

- 6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.
- 6.16. <u>Prohibited Employment</u>. Consultant will not employ any regular employee of City while this Agreement is in effect.
- 6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 6.18. <u>Costs</u>. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
 - 6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole

benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

- 6.20. <u>Headings</u>. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.21. <u>Construction</u>. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.22. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 6.24. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 6.25. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.26. <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

A municipal corporation City Manager ATTEST: City Clerk and ex-officio Clerk of the City of California City CONSULTANT Date: Signature Name and Title Social Security or Taxpayer ID Number APPROVED AS TO FORM: City Attorney APPROVED AS TO INSURANCE: Date: Risk Management APPROVED AS TO CONTENT: Date: _____ Project Manager DEPARTMENTAL APPROVAL

CITY OF CALIFORNIA CITY,

CITY COUNCIL

May 23, 2017

TO: Mayor and City Council

FROM: Craig C Platt Public Works Director

SUBJECT: California City 2017 Construction Standard Details

BACKGROUND

These regulations together with all future amendments shall be known as the City of California City Engineering Construction Standards and Specifications, hereinafter called Standards and Specifications. These Standards and Specifications replace the City of California City Engineering Construction Standards and Specifications, originally updated in 1978, and which are hereby repealed.

PURPOSE

The purpose of the Standards and Specifications is to provide minimum standards to safeguard the health, property and public welfare by regulating the design, construction, quality of materials, use, location, and maintenance of all public improvements and common facilities including, but not limited to public and private streets and trails, open space, parking lots, storm drainage improvements, and appurtenances thereto. These Standards and Specifications are intended to provide for adequate and coordinated facilities in order to serve and protect the people who use and pay to maintain these facilities.

SCOPE

The Standards and Specifications contained in this document provide adopted standards for the more frequent construction and development issues. It is impossible to provide standards for every issue; therefore, good engineering judgement will be required when issues arise that are not addressed in these Standards and Specifications and shall be approved by the City Engineer and/or Public Works Director. The criteria to be considered by the designer and the reviewer when encountering these situations shall be:

- 1. The health, safety, and welfare of the users of the proposed facilities.
- 2. That the intended purposes for the proposed improvement are being provided for.
- 3. Operating and maintenance costs will be minimized.
- 4. The proposed construction will be compatible with existing and proposed improvements on adjacent properties.

NB1.

These Standards and Specifications represent **minimum** requirements and design values. The City Engineer and/or Public Works Director may impose additional requirements or higher design values, if, in the City Engineer and/or Public Works Directors judgement, site conditions or other circumstances warrant.

It is recognized that certain projects financed wholly or in part with county, state, or federal funds may be subject to standards prescribed by those agencies. The more stringent standards shall apply in those cases, as determined by the City Engineer and/or Public Works Director.

When development occurs adjacent to State Highways within the City of California City, or funded by State or Federal moneys, then the State's or Federal standards will take precedence.

DEVIATIONS FROM THE STANDARDS

Whenever there are practical difficulties involved in carrying out the provisions of these Standards and Specifications, the City Engineer and/or Public Works Director may grant deviations for individual cases. The City Engineer and/or Public Works Director shall first determine special circumstances, which make these procedures impractical and that the deviation is in conformance with the intent and purpose of these Standards and Specifications. These deviations must not lessen the intent of the design requirement, or the level of safety, service, and quality intended by the Standards and Specification's minimum requirements.

The City Engineer and/or Public Works Director shall require that sufficient evidence or proof be submitted to substantiate any deviation request.

RECOMMENDATION

Motion to approve 2017 City of California City Standard Details.

FISCAL IMPACT

Total cost to produce cad drawing of City of California City Standards and Specification \$40,310.00

ENVIRONMENTAL ACTION

NONE

ATTACHMENTS

2017 City of California City Standard Details